

BENTON CITY COUNCIL MEETING

JULY 13, 2015

7:00 PM



AGENDA MEETING 6:30 PM



BENTON MUNICIPAL COMPLEX
114 SOUTH EAST STREET
COUNCIL CHAMBERS

DAVID MATTINGLY, MAYOR

REGULAR SESSION
July 13, 2015
7:00 PM
AGENDA

- | | | |
|--------------|---|--|
| I. | Call to Order | Mayor Mattingly |
| II. | Invocation | |
| III. | Pledge of Allegiance | Alderwoman Terrell |
| IV. | Roll Call | City Clerk |
| V. | Approval of Minutes | June 22, 2015
<i>Regular Meeting</i> |
| VI. | COMMITTEE REPORTS & MOTIONS | |
| | 1. Finance Committee | Alderman Ponder |
| | 2. Community Services/Animal Control | Alderwoman Reed |
| | A.) ORDINANCE NO. 32 OF 2015 – 2nd Reading
<i>AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON, SALINE COUNTY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES</i> | |
| | B.) ORDINANCE NO. 33 OF 2015 – 2nd Reading
<i>AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON, SALINE COUNTY, ARKANSAS; DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES</i> | |
| | C.) RESOLUTION NO. 37 OF 2015
<i>A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO FILE A LAWSUIT IN THE SALINE COUNTY CIRCUIT COURT SEEKING TO ABATE A NUISANCE LOCATED AT 2719 SALT CREEK ROAD, BENTON, ARKANSAS; AND FOR OTHER PURPOSES</i> | |
| | 3. Streets & Drainage Committee | Alderman Cunningham |
| | 4. Personnel/Health & Safety Committee | Alderman Donnor |
| | 5. Parks Committee | Alderman Lee |
| | 6. Public Utilities Commission | Alderman Herzfeld |
| | A.) ORDINANCE NO. 34 OF 2015
<i>AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING AND RATIFYING THE PURCHASE OF A REPLACEMENT WALKER PROCESS GRIT WASHER FOR THE BENTON UTILITIES WASTEWATER TREATMENT DEPARTMENT; DECLARING AN EMERGENCY; AND, FOR OTHER PURPOSES</i> | |
| | 7. A & P Commission | Aldermen Donnor/Alderman Ponder |
| VII. | Unfinished Business | |
| VIII. | New Business | |
| IX. | Old Business | |
| X. | Announcements | |
| XI. | Adjourn | |

MINUTES OF THE BENTON CITY COUNCIL
Regular Session
June 22, 2015
Benton Municipal Complex

The Benton City Council was called to order for a regular session at 7:04 p.m.

The Mayor gave the invocation.

Alderman Lee led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

Alderman Frank Baptist
Alderman Evelyn Reed
Alderman Jerry Ponder
Alderman Steve Lee
Brent Houston, City Attorney
David Mattingly, Mayor

Alderman Charles Cunningham
Alderman Bill Donnor
Alderman Jim Gardner
Alderman Lori Terrell
Cindy Stracener, City Clerk

When roll was called eight (8) council members were present. A quorum was declared. Alderman Murphy and Alderman Herzfeld were absent.

The Mayor requested approval for the June 8, 2015 city council meeting minutes. Alderman Lee made a motion to approve the minutes. Seconded by Alderman Gardner. The Mayor called for a voice vote on the approval of the minutes. All aldermen present replied in the affirmative. The minutes for the June 8, 2015 council meeting were approved with 8 affirmative and 2 absent votes.

Anthony Boyer was recognized as the May employee of the month.

John Wissler and Phillip Christenberry were recognized for 30 years of service with the city. Alan Appling was recognized for 25 years of service and Brett Nalley was recognized for 15 years of service.

The Mayor commended all that were involved in responding and fighting the fire last Friday night. He stated that he received a call from the director of the facility and he was so appreciative of all that was done. The Mayor stated that this community thanks them for all that they do.

The next item on the agenda was committee reports and motions. Alderman Ponder was recognized for the Finance Committee report. He stated that he had nothing to report.

Alderman Reed was recognized for a report from the Community Service/Animal Control Committee. Alderman Reed asked for the first reading of Ordinance 31 of 2015 – An Ordinance Amending Ordinance 32 of 2013; Declaring an Emergency; and for Other Purposes. Seconded by Alderman Cunningham. The ordinance was read by the city clerk. The emergency clause was amended to read, “Due to the upcoming fireworks season and the necessity of amending the application deadline date, an emergency is hereby declared and

this ordinance shall be in full force and effect from and after its passage and approval.” This ordinance changes the application deadline to on or before the 14th day of June. The Mayor asked for any comments. None. Alderman Reed made a motion to suspend the rules for the second and third readings. Seconded by Alderman Donnor. The Mayor asked that the roll be called on the motion to suspend. Roll called resulted in Alderman Baptist yes, Alderman Murphy absent, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Gardner yes, Alderman Herzfeld absent, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend was approved with 8 affirmative and 2 absent votes. Alderman Reed made a motion to adopt Ordinance 31 of 2015 on its second and third readings. Seconded by Alderman Cunningham. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy absent, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Gardner yes, Alderman Herzfeld absent, Alderman Lee yes, and Alderman Terrell yes. Ordinance 31 of 2015 was adopted with 8 affirmative and 2 absent votes. Alderman Lee asked before he voted how this would take effect since today is the 22nd and the deadline will be the 14th. The Mayor stated that it would be retroactive and an application was received before the 14th. Ordinance 31 of 2015 was adopted with 8 affirmative and 2 absent votes. Alderman Reed made a motion to approve the emergency clause for Ordinance 31 of 2015. Seconded by Alderman Donnor. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy absent, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Gardner yes, Alderman Herzfeld absent, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was approved with 8 affirmative and 2 absent votes.

The Mayor stated that in the agenda meeting a motion was made and approved to add Ordinance 32 of 2015 – An Ordinance Rezoning Certain Land in the City of Benton, Saline County, Arkansas; Declaring an Emergency; and For Other Purposes and Ordinance 33 of 2015 – An Ordinance Rezoning Certain Land in the City of Benton, Saline County, Arkansas; Declaring an Emergency, and for Other Purposes to the agenda.

Alderman Reed asked for the first reading of Ordinance 32 of 2015– An Ordinance Rezoning Certain Land in the City of Benton, Saline County, Arkansas; Declaring an Emergency; and For Other Purposes. Seconded by Alderman Baptist. The ordinance was read by the city clerk. This ordinance rezones 4717 and 4727 Alcoa Road from R1-7.5 to Central Commercial. It was requested by Arby Smith, ALS Holdings, LLC; they plan on building an assisted living facility on the property. The Mayor asked for any comments. None. Alderman Reed stated that it was discussed in the agenda meeting to only have the first reading tonight. Alderman Baptist stated that there was confusion in the agenda meeting as to what this ordinance was and was wondering if someone was here to clear it up and if we could hear from them. The Mayor stated that he asked for comments and asked for anyone who wished to comment to step forward and they did not. Mr. Houston stated that we do have procedures in Resolution 1 of 2015 so if we want to go back then we need to suspend the rules. Alderman Baptist made a motion to suspend the rules for the second and third readings of Ordinance 32 of 2015. Seconded by Alderman Donnor. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy absent, Alderman Cunningham no, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Gardner yes, Alderman Herzfeld absent, Alderman Lee no, and Alderman Terrell yes. Motion to suspend the rules failed with 6 affirmative, 2 negative and 2 absent votes. This will be on the next agenda for the second reading.

Alderman Reed asked for the first reading of Ordinance 33 of 2015 – An Ordinance Rezoning Certain Land in the City of Benton, Saline County, Arkansas; Declaring an Emergency, and for Other Purposes. Seconded by Alderman Lee. The ordinance was read by the city clerk. This ordinance rezones property located at 6718 and 6720 Alcoa Road from R1-7.5 to Highway Commercial CH. It was requested by HARSU, LLC, Landers Development and Hope Consulting are acting on their behalf. The Mayor asked for any comments. Jonathan Hope, Hope Consulting stated that this piece of property is currently zoned residential but has been utilized and operated as a commercial business for the last several years. You might recognize it as Ramsey Truck and Tire or Purdy Auto Detail. It is just a nonconforming site. We are trying to get it into a commercial designation. Josh, Landers Development stated that we have a heat and air and plumbing company from Springdale, Arkansas that has leased the building. We are just trying to get the zoning updated since it is being used as commercial now. We would like to build another building down the road for our foam and insulation people. We are trying to get zoning updated before we close on it in a few weeks. The Mayor stated that this was approved by Planning and Zoning with a unanimous vote. The Mayor asked for any further comment. None. Alderman Reed made a motion to suspend the rules for the second and third readings of Ordinance 33 of 2015. Seconded by Alderman Donnor. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist no, Alderman Murphy absent, Alderman Cunningham no, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Gardner yes, Alderman Herzfeld absent, Alderman Lee no, and Alderman Terrell yes. Motion to suspend the rules failed with 5 affirmative, 3 negative and 2 absent votes.

Alderman Cunningham was recognized for the Streets and Drainage Committee report. He stated that he had nothing to report.

Alderman Donnor was recognized for the Personnel/Health & Safety Committee report. He stated that he had nothing to report but a meeting will be held in the next couple of weeks.

Alderman Lee was recognized for the Parks Committee report. He stated that a workshop meeting was held last Thursday regarding future parks. Area boundaries were set for the subcommittee guidelines to look for new sites north of I-30.

There was not a report from the Public Utility Commission.

Alderman Ponder was recognized for the Advertising and Promotion Commission's report. He stated that the commission met on June 18, 2015 and gave that report. See attached.

The Mayor asked for any new business. None.

The next item on the agenda was announcements. Mr. Houston stated that tomorrow that the city will be in court for the first of the Alcoa Road condemnations. The Mayor stated that the Police Department will be having their Tip A Cop event at Colton's on June 26th. Hook on Fishing at Sunset Lake has been rescheduled for tomorrow from 9 am to 11 am. On the 24th of June, our Economic Development Department will be having a city booth for the first time at the Municipal League Conference advertising BBDI. Billboards are up and going up advertising Benton. On July 13, 2015 the grand opening of Slim Chickens will be held. The official groundbreaking for Riverside Park will be on July 4th from 4:30 to 5:00.

The Independence Day Bash will start at 5:00, music at 6:00 with Triple Threat performing at 9:00. Fireworks will be shot at 9:30 with the Saline County Community Orchestra playing patriotic music. Also Ben, the city mascot will be joining us. Ben is short for Benton.

The meeting adjourned at 7:39 p.m.

Cindy Stracener, City Clerk

David Mattingly, Mayor

BENTON ADVERTISING & PROMOTION COMMISSION

Minutes

June 18, 2015

I. CALL TO ORDER

Chairman Mark Fikes called the regularly scheduled meeting of the Benton Advertising & Promotion Commission to order at 4:03 p.m. in the boardroom of the Benton Area Chamber of Commerce.

II. ROLL CALL

Commissioners in attendance included: Mark Fikes, Luke Moody, Elgin Hamner IV, Jerry Ponder, Jeff Stechman, Bill Eldridge, and Bill Donnor.

III. MINUTES

Jerry Ponder made a motion to approve the minutes of the regular May meeting. Bill Donnor seconded. Motion carried.

IV. REPORT FROM NIKKI CHUMLEY, BENTON EVENT CENTER

Nikki reported that the center is still having return customers from last year. Recently the AR Schools Nurses held a conference and also booked the center for next year's event. The State Master Gardener's Convention brought people to the center and to Benton that probably would not have been here otherwise.

V. OLD BUSINESS

A. Automatic Door Opener

Steve Jordan recommended that the commission purchase the automatic door opener that has the button on the wall. He felt this would be safer than one on the outside pole. Bill Donnor made the motion that the A & P Commission purchases the automatic door opener for \$2180. Elgin Hamner IV seconded. Motion carried

B. Contract Between A & P and Benton Area Chamber of Commerce

This item was tabled due to City Attorney Brent Houston's inability to be present at the meeting.

VI. NEW BUSINESS

A. Snow Policy for Benton Event Center

Director Nikki Chumley informed the commissioners that a provision in regard to incimate weather has been added to the Event Center Rules and Regulations.

VII. FUNDING REQUESTS

A. Spook City

Luke Moody made the motion that Spook City. be awarded funding of \$1500. Motion was seconded by Bill Donnor. Motion carried

B. Old Fashioned Day

Luke Moody made the motion that Old Fashioned Day be awarded funding of \$1,000. Motion was seconded by Jerry Ponder. Motion carried

C. Both event coordinators will be reminded that funding can only be used for advertising, and that all invoices should be presented to the A & P Commission in care of the Benton Area Chamber of Commerce.

VIII. ADMINISTRATIVE

The recent delinquency hearing resulted in a "no show" for the business. According to a phone call, "the check is in the mail." Mark Fikes will follow up on the pending payment and also will start appropriate action if it is not received by the city.

IX. FINANCIAL REPORTS

Gary James shared the financial reports with the commissioners. The net income for the Event Center in the month of April was \$14,114.02. Without the sales tax revenue transfer of \$8,798.97, the profit for the Center would be \$5316.05.

X. OTHER BUSINESS

A. Luke Moody asked Facilities Manager Steve Jordan about quotes on installing 50 amp receptacles in the front to be used by catering trailers. Steve will get quotes and get this done.

B. Chairman Fikes reported he had received an email from the city clerk Indicating that with the changes at city hall and the hiring of an accounting firm by the A & P, the city should no longer be responsible for delivery of the A & P tax packets and related duties to a new business. She

requested that effective July 1, 2015 this responsibility be handled by the A & P. Chairman Fikes will discuss this with the city attorney and make the provisions needed.

- C. Collecting taxes from food trailers at various venues was discussed. This will be further studied.

XI. ADJOURNMENT

The meeting was adjourned on the motion of Jerry Ponder at 4:48 pm.

Mark Files
Chairman

Jerry Beaty
Recording Secretary

ORDINANCE NO 32 OF 2015

AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON, SALINE COUNTY, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, an application for zoning was filed with the Planning Commission of the City of Benton, Arkansas by Arby Smith, ALS Holdings, LLC, requesting the lands hereinafter described be zoned to a Highway Commercial zoning of (CH); and

WHEREAS, the Planning Commission ordered a Public Hearing be held on June 9, 2015 at 6:00 p.m. for the purpose of hearing said application; the notice of such hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas; with evidence having been submitted that all property owners or lessees within 300 feet of the property having been notified of said hearing; and at said hearing, the Planning Commission recommended to the City Council that such request be granted; and

WHEREAS, the City Council of the City of Benton, Arkansas desires to zone the following property as Highway Commercial (CH).

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

SECTION 1. The following described property is hereby rezoned from Single Family Residential (R1-7.5) to a Highway Commercial zoning of (CH):

THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South 88°56'51" West, along the North line thereof for 825 feet; thence South 00°26'29" East, 86.41 feet to the center-line of Boone Road; thence South 72°46'45" East, along the center-line of said road 159.52 feet; thence South 74°29'20" East, , along center-line of road, for 140.83 feet; thence South 14°36'14" West, along established fence, 211.05 feet; thence South 75 04'46" East, 35.03 feet to a 1/2 inch rebar to the point of beginning ;thence South 00°37'22" West, 938.90 feet to the South line of Southwest Quarter Northwest Quarter; thence North 88°21'00" East, along the said South line, 394.00 feet to a point that is 165.05 feet from the Southeast corner of Southwest Quarter Northwest Quarter; thence North 00°21'58" East, 1042.04 feet, (Deeded 1035') to the center-line of Boone Road; thence North 75°06'33" West, along the center-line of said road, 252.25 feet; thence South 13°05'36" West, 154.81 feet to a fence corner; thence South 22°57'50" East, 21.14 feet to a #4 Rebar cap #1478; thence South 14°38'17" West, 39.54 feet; thence North 75°12'53" West, 113.36 feet to the point of beginning, containing 9.25 acres more or less. Subject to the right of way of Boone Road.

SECTION2. The City Council, having found that the immediate rezoning of this property will allow construction to commence thereon which will be of benefit to the local

economy, hereby declares an emergency and this Ordinance shall be in full force and effect after its passage and approval.

PASSED AND APPROVED, this _____ day of _____, 2015.

Date

Mayor

Attest: _____
City Clerk



CITY OF BENTON

Community Development

P.O. Box 607
Benton, Arkansas 72018

MEMORANDUM

TO: Planning & Zoning Commission
Mrs. Pam Gibson, Chair

FROM: David Vondran, Director of Community Development

DATE: 04 JUN 2015

RE: Rezone request for 4717 & 4727 Boone Road
(Parcels 805-06073-010, 805-06073-009, 805-06073-003)
Single Family Residential (R1-7.5) to Central Commercial (CC)

Staff has reviewed the proposed rezone request and recommends approval. All requirements have been met for this rezone request from R1-7.5 to CC. Required documentation is attached and fees have been received.

Staff suggest consideration for rezone to Highway Commercial (HC). Application fully satisfies notification requirements for intent to rezone residential to commercial zone.

Please contact the Community Development office if we may be of further assistance.

Staff Use:
DATE SUBMITTED 05-28-2015
DATE OF NEXT MEETING 06-09-2015
AD MUST RUN NOT LATER THAN 05-25-2015

Application and Procedural Requirements for Rezone Permit

Applicant's Name Arby Smith, ALS Holdings, LLC or its assigns

Address of Subject Property approx. 4727 Boone Road (see Legal Description)

Legal Description of Subject Property (may be attached on separate sheet)

Attached.

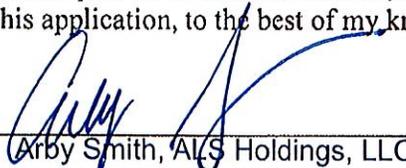
Assessor's Parcel Number of Subject Property 805-06073-010, 805-06073-009, and part of 805-06073-003

Zoning District of Subject Property Current Zoning: R1-7.5 Single Family Residential
Proposed Zoning: Central Commercial

Proposed Use Assisted Living Community

Please attach vicinity map of the property, 8.5 x 11 inch size. Additional required information is detailed on p. 2.

I hereby certify that I am the owner of the property identified in this application; or, that I am the authorized agent of Kenneth Joe & Barbara Kay Heard, who is the owner of said property; or that I am the employee or agent of _____, which is a public utility company or other agency with the powers of eminent domain, and that I am authorized to act in their behalf, and that this application, to the best of my knowledge and belief, is true and correct.

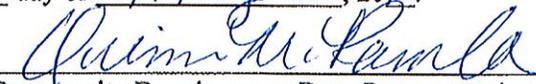
Signed 
Arby Smith, ALS Holdings, LLC

Mailing Address 9800 Maumelle Boulevard

North Little Rock, AR 72113

Phone Number (501) 758-0050

Subscribed and certified to me this 28 day of May, 2015


Community Development Dept Representative

Legal Description

That part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 1 South, Range 14 West, Saline County, Arkansas, described as follows: Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South $88^{\circ}56'51''$ West, along the North line thereof for 825 feet; thence South $00^{\circ}26'29''$ East, 86.41 feet to the center-line of Boone Road; thence South $72^{\circ}46'45''$ East, along the center-line of said road 159.52 feet; thence South $74^{\circ}29'20''$ East, , along center-line of road, for 140.83 feet; thence South $14^{\circ}36'14''$ West, along established fence, 211.05 feet; thence South $75^{\circ}04'46''$ East, 35.03 feet to a 1/2 inch rebar to the point of beginning ;thence South $00^{\circ}37'22''$ West, 938.90 feet to the South line of Southwest Quarter Northwest Quarter; thence North $88^{\circ}21'00''$ East, along the said South line, 394.00 feet to a point that is 165.05 feet from the Southeast corner of Southwest Quarter Northwest Quarter; thence North $00^{\circ}21'58''$ East, 1042.04 feet, (Deeded 1035') to the center-line of Boone Road; thence North $75^{\circ}06'33''$ West, along the center-line of said road, 252.25 feet; thence South $13^{\circ}05'36''$ West, 154.81 feet to a fence corner; thence South $22^{\circ}57'50''$ East, 21.14 feet to a #4 Rebar cap #1478; thence South $14^{\circ}38'17''$ West, 39.54 feet; thence North $75^{\circ}12'53''$ West, 113.36 feet to the point of beginning, containing 9.25 acres more or less. Subject to the right of way of Boone Road.

FILED
SALINE COUNTY
CIRCUIT CLERK

2006 OCT 12 PM 3:02

BY: _____

TRUSTEE DEED

KNOWN ALL MEN BY THESE PRESENTS:

That Irvin Jones and Doris C. Jones, Trustees of The Jones Revocable Trust, under the laws of the State of Arkansas, GRANTOR, for the consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Kenneth Joe Heard and Barbara Kay Heard, husband and wife, GRANTEES, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said GRANTEES, and unto their heirs and assigns forever the following described land, situated in Saline County, Arkansas:

SEE ATTACHED EXHIBIT "A"

Subject to restrictions, conditions, covenants and easements of record, if any.

TO HAVE AND TO HOLD the same unto the said GRANTEES Kenneth Joe Heard and Barbara Kay Heard, husband and wife, and unto their heirs and assigns forever, with all appurtenances thereunto belonging. And GRANTOR hereby covenants with the said GRANTEES that it will forever warrant and defend the title to said lands against all claims whatever.

IN TESTIMONY WHEREOF, the name of the grantor is affixed by its Trustee(s) this 5th day of October, 2006.

Jones Revocable Trust

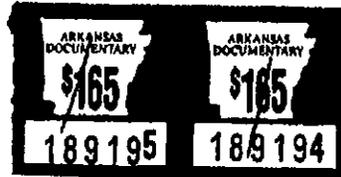
Irvin Jones
Irvin Jones, Trustee

Doris C. Jones
Doris C. Jones, Trustee

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

GRANTEE OR AGENT *Sheila Harris*

GRANTEE'S ADDRESS: *4717 Boone Rd*
Bryant, AR 72022



759.00

0195190

06 115431

ACKNOWLEDGEMENT

STATE OF ARKANSAS

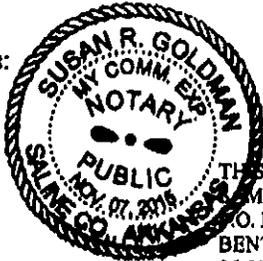
COUNTY OF SALINE

On this day, before me personally appeared Irvin Jones and Doris C. Jones to me personally well known, who acknowledged that they are Trustees of The Jones Revocable Trust, and that they are authorized so to do, had executed the foregoing instrument for the consideration and purposes therein contained, by signing as Trustee of said Trust.

Witness my hand and official seal this 5th day of October, 2006.


Susan R. Goldman, Notary Public

My Commission Expires:
November 7, 2015



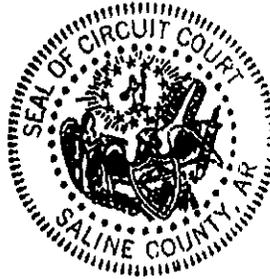
THIS INSTRUMENT APPROVED BY:
M. E. GIBSON, ATTORNEY AT LAW
P.O. BOX 211
BENTON, AR 72018
06-2004BR

06 115432

EXHIBIT "A"

That part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 1 South, Range 14 West, Saline County, Arkansas, described as follows: Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South 88°56'51" West, along the North line thereof for 825 feet; thence South 00°26'29" East, (Deeded South 00°00'00" East) 86.41 feet to the centerline of Boone Road; thence South 72°46'45" East, along the centerline of said road 159.52 feet; thence South 74°29'20" East, (Deeded South 75°37'38" East), along centerline of road, for 140.83 feet (Deeded 140.23) to the point of beginning; thence South 14°36'14" West, (Deeded South 14°34'51" West) along established fence, 211.05 feet (Deeded 211.72 feet); thence South 75°04'46" East, 35.03 feet to a 1/2 inch rebar; thence South 00°37'22" West, 938.80 feet to the South line of Southwest Quarter Northwest Quarter; thence North 88°21'00" East, along the said South line, 394.00 feet to a point that is 165.05 feet from the Southeast corner of Southwest Quarter Northwest Quarter; thence North 00°21'58" East, 1042.04 feet, (Deeded 1035') to the centerline of Boone Road; thence North 75°06'33" West, along the centerline of said road, 87.00 feet; thence South 13°39'02" West, to and along a yard fence, 171.46 feet to a gate post; thence departing said fence, North 75°06'33" West, 151.13 feet to another yard fence; thence North 22°57'50" West, along said fence, 21.14 feet to a fence corner; thence North 13°05'36" East, 154.81 feet to the centerline of Boone Road; thence North 75°06'33" West, 131.57 feet to the point of beginning.

06 115433



FILED FOR RECORD
In Doc Book 00 Page 115431

OCT 12 2006 P
at 3:02 o'clock
BY Doug Kidd Clerk
DOUG KIDD, CIRCUIT CLERK
BY [Signature] EC

FILED
SALINE COUNTY
CIRCUIT CLERK
2006 DEC 14 PM 2:25
BY:

TRUSTEE DEED

KNOWN ALL MEN BY THESE PRESENTS:

That Irvin Jones and Doris C. Jones, of ^{Trustees} The Jones Revocable Trust, under the laws of the State of Arkansas, GRANTOR, for the consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Kenneth Joe Heard and Barbara Kay Heard, husband and wife, GRANTEEES, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto the said GRANTEEES, and unto their heirs and assigns forever the following described land, situated in Saline County, Arkansas:

SEE ATTACHED EXHIBIT "A"

Subject to restrictions, conditions, covenants and easements of record, if any.

TO HAVE AND TO HOLD the same unto the said GRANTEEES Kenneth Joe Heard and Barbara Kay Heard, husband and wife, and unto their heirs and assigns forever, with all appurtenances thereunto belonging. And GRANTOR hereby covenants with the said GRANTEEES that it will forever warrant and defend the title to said lands against all claims whatever.

IN TESTIMONY WHEREOF, the name of the grantor is affixed by its Trustee(s) this 20th day of November, 2006.

The Jones Revocable Trust

Irvin Jones
Irvin Jones, Trustee

Doris C. Jones
Doris C. Jones, Trustee

I certify, under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

GRANTEE OR AGENT: Barbara Heard

GRANTEE'S ADDRESS: PO Box 505
Bryant, AR 72089

06 138979

ACKNOWLEDGEMENT

STATE OF ARKANSAS

COUNTY OF SALINE

On this day, before me personally appeared Irvin Jones and Doris C. Jones, to me personally well known, who acknowledged that they are Trustees of The Jones Revocable Trust, and that they are authorized so to do, had executed the foregoing instrument for the consideration and purposes therein contained, by signing as Trustee of said Trust.

Witness my hand and official seal this 20th day of November, 2006.


Sheila D. Harrison, Notary Public

My Commission Expires:
September 9, 2015



THIS INSTRUMENT APPROVED BY:
SAM E. GIBSON, ATTORNEY AT LAW
P.O. BOX 211
BENTON, AR 72018
06-2006BR

06 138980

EXHIBIT "A"

That part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 1 South, Range 14 West, Saline County, Arkansas, described as follows: Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South 88°56'51" West, along the North line thereof for 825 feet; thence South 00°26'29" East, (Deeded South 00°00'00" East), 86.41 feet to the centerline of Boone Road; thence South 72°46'45" East, along the centerline of said road, 159.52 feet; thence South 74°29'20" East, (Deeded South 75°37'38" East), along centerline of road, for 140.83 feet (Deeded 140.23'); thence South 75°06'33" East, along the centerline of road, 131.57 feet to the point of beginning; thence continue South 75°06'33" East, 165.25 feet; thence South 13°39'02" West, to and along a yard fence, 171.46 feet to a gate post; thence departing said fence, North 75°06'33" West, 151.13 feet to another yard fence; thence North 22°57'50" West, along said fence, 21.14 feet to a fence corner; thence North 13°05'36" East, along said fence, 154.81 feet to the point of beginning.

06 138981



FILED FOR RECORD
in DC Book 06 Page 138979
DEC 14 2006
at 2:25 o'clock P
BY DOUG KIDD, CIRCUIT CLERK
[Signature]

**Real Estate Contract
(Lots and Acreage)**

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*RICHSMITH PROPERTIES
9800 MAUMELLE BLVD
NORTH LITTLE ROCK, AR. 72113
501-758-0050*



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Form Serial Number: *15240 ALS 41415*

1. PARTIES: *ALS Holdings, LLC AND OR ASSIGNS*
(individually, or collectively, the "Buyer")

offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller") the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION: Buyer is not relying on Seller, Listing Firm or Selling Firm regarding location of the Property, Buyer having sole responsibility to engage surveyors, engineers, attorneys or other professionals to determine the location, size, slope and boundaries of the Property. If Buyer is dissatisfied with the results of such determination, Buyer, without further obligation, may declare this Real Estate Contract terminated with both parties agreeing to sign a Termination of Contract Addendum and Buyer to recover Earnest Money.

*PARCEL # 805-06073-009 LOCATED AT 4727 BOONE RD, BENTON, ARKANSAS
IN SALINE COUNTY*

*PARCEL # 805-06073-010 CONTIGUOUS TO ABOVE LISTED PARCEL LOCATED IN
BENTON, ARKANSAS, SALINE COUNTY*

*PARCEL # 805-06073-003 CONTIGUOUS TO ABOVE PARCELS. A PORTION OF, SEE EXHIBIT "A"
LOCATED IN BENTON, ARKANSAS, SALINE COUNTY*

3. PURCHASE PRICE: Subject to the following conditions Buyer shall pay the following to Seller for the Property (the "Purchase Price"): (select one of the following four options)

total purchase price, _____ \$ *525,000.00*

or;

price per acre, _____ \$ _____

or;

price per square foot, _____ \$ _____

or;

price per front foot _____ \$ _____

with Buyer paying the sum of _____ \$ _____

in cash at Closing as down payment, with the balance of the Purchase Price (the "Balance") to be paid pursuant to the following:

(I) **NEW LOAN:** Subject to the Property appraising for not less than the Purchase Price and Buyer's ability to obtain a loan to be secured by the Property in the amount of \$ _____

FINANCING AS FOLLOWS:

(II) **CASH:** _____ \$ *525,000.00*

Buyer and Seller will each independently verify quantities as set forth above and agree neither are relying upon a representation from Selling Firm or Listing Firm concerning quantities of land or front feet.

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4. LOAN AND CLOSING COSTS: Unless otherwise specified, all Buyer's Closing costs, including origination fee, assumption fees, loan costs, prepaid items and loan discount points, closing fee, and all other financing fees and costs charged by Buyer's lender or any additional fee charged by Closing Agent(s) are to be paid by Buyer. Seller to pay Seller's Closing costs.

EACH TO PAY THEIR OWN

5. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 5, Buyer agrees to provide lender with any requested information and pay for any credit report(s) and appraisal(s) required, upon request. Unless otherwise specified, if said loan is not closed or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to close is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

6. EARNEST MONEY: *PARAGRAPH # 20*
 A. Yes, see ~~Earnest Money Addendum.~~
 B. No.

7. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as the "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

Buyer will pay to Seller the Deposit in the amount of:

A. The Deposit is not applicable.

B. Buyer will pay to Seller the Deposit in the amount of \$ _____

i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller.

ii. Other: _____

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8. CONVEYANCE: Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 20. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.**

Seller warrants and represents only the signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

9. SOIL TESTING FOR SEPTIC OR SEWAGE SYSTEM: Buyer has been given the opportunity to obtain a soil percolation, soil morphology test or sewage system permit meeting the Arkansas Department of Health regulations concerning septic systems or other sewage treatment systems. Should Buyer decline to obtain any of the above, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any matters relative to obtaining such test, permit or the ability to construct an improvement on the described Property that may exist or be discovered (or occur) after Closing.

A. No soil percolation or soil morphology test or septic system permit shall be provided.

B. A soil percolation or soil morphology test will be conducted by a Designated Representative of the Arkansas Department of Health and certified to Buyer within _____ days prior to Closing. A satisfactory soil percolation or soil morphology test does not necessarily guarantee a septic system permit will be issued in the future. Test to be provided and paid for by:
 Buyer Seller.

C. A septic system permit will be issued by the Arkansas Department of Health for a _____ Bedroom Standard System certified within _____ days prior to Closing. Buyer, or Buyer's Representative, to mark location of home or be present when test is conducted. Both the tests and permit will be provided and paid for by:
 Buyer Seller.

D. Seller will provide Buyer with a copy of the existing valid septic system permit within three (3) business days of acceptance of this Real Estate Contract after which Buyer is to have ten (10) business days to review and accept the permit. If permit issuance date is greater than six (6) months or if the permit date will expire prior to Closing date, Seller shall have the permit revalidated by the Arkansas Department of Health. Should Buyer not be satisfied, acting with sole discretion, with any test or permit that may be required by Paragraph 9B, 9C or 9D, Buyer shall have all rights provided by Earnest Money Addendum of this Real Estate Contract

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10. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 10A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

A. new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, showing property lines only showing all improvements, easements and any encroachments will be provided and paid for by: Buyer Seller Equally split between Buyer and Seller.

B. No survey shall be provided.

C. Other: _____

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

11. TITLE REQUIREMENTS: Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

A. Seller shall furnish, at Seller's cost, a complete abstract reflecting merchantable title to Buyer or Buyer's Attorney.

B. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance costs in excess of the cost of a standard owner's title policy.

C. Buyer and Seller to equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price).

D. Other: _____

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

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12. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein.

13. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) August (day) 14, (year) 2015. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date, (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 20 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 13 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

14. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price.

15. POSSESSION: Possession of the Property shall be delivered to Buyer:

A. Upon the Closing (Seller's delivery of executed and acknowledged Deed).

B. Upon Buyer's completion, signing and delivery to Seller (or to Listing Firm or the Closing Agent agreed to by Buyer and Seller) of all loan, closing documents and Purchase Price funds required to be executed or delivered by Buyer.

C. Delayed Possession. (See Delayed Occupancy Addendum attached)

D. Prior to Closing. (See Early Occupancy Addendum attached)

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16. OTHER CONTINGENCY:

A. No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

B. This Real Estate Contract is contingent upon:

BUYER SHALL HAVE 90 DAYS TO PERFORM FEASIBILITY STUDY TO DETERMINE IF PROPERTY IS SUITABLE FOR BUYER'S INTENDED USE OF PROPERTY, AND MAKE INSPECTIONS AND DETERMINATIONS, SAID ITEMS AT BUYER'S EXPENSE AND TO BUYER'S SOLE SATISFACTION. IF REPORTS ARE UNSATISFACTORY, EARNEST MONEY SHALL BE RETURNED AND CONTRACT IS NULL AND VOID.

BUYER'S ABILITY TO OBTAIN SATISFACTORY ZONING AND CITY APPROVAL FOR DEVELOPMENT. SELLER AGREES TO COOPERATE IN ZONING PROCESS WITH ALL COSTS BEING PAID BY BUYER. SELLER AGREES TO GRANT (2) 30 DAY EXTENSIONS IF REQUIRED TO OBTAIN THE ABOVE FOR AN ADDITIONAL \$1,000.00 DEPOSIT FOR EACH EXTENSION WITH ALL EARNEST MONEY DEPOSITS APPLIED TO PURCHASE PRICE AT CLOSING

on or before (month) _____ (day) _____, (year) _____.

During the term of this Real Estate Contract (Select one):

(I) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the Seller's Contingency Notice Addendum, (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice or (b) two (2) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of the Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes this contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller, at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. All time constraints in this Real Estate Contract referred to in Paragraphs 5, 9, 10, 18, and 21B refer to the time Buyer removes the contingency.

(II) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts, and other Real Estate Contracts shall not affect this Real Estate Contract.

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17. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY, AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

18. SELLER PROPERTY DISCLOSURE:

- A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month)_____(day)_____, (year)_____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract.
- C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.
- D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

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19. AGENCY: (check all that apply)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed Selling Firm represents Seller.
- B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to, and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 19C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

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20. OTHER:

BUYER WILL DEPOSIT \$5,000.00 EARNEST MONEY WITH STANDARD ABSTRACT & TITLE COMPANY who shall handle BUYER'S closing side. SAID Funds delivered within 3 BUSINESS DAYS OF EXECUTED CONTRACT. ALL DEPOSIT TO BE APPLIED TO PURCHASE PRICE AT CLOSING

21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.
- B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with all Earnest Money returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 21.

- 22. RISK OF LOSS:** Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.
- 23. GOVERNING LAW:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.
- 24. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.

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- 25. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 26. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 27. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.
- 28. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 28) that all prevailing parties shall be entitled to an award of their respective costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
- 29. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
- 30. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with FIRPTA and all other applicable laws. Buyer and Seller agree nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045.4 to: (i) be the "reporting person" under state and federal laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
- 31. LICENSEE DISCLOSURE:** Check all that apply:
- A. Not Applicable.
 - B. One or more parties to this Real Estate Contract acting as a Buyer Seller hold a valid Arkansas Real Estate License.
 - C. One or more owners of any entity acting as Buyer Seller hold a valid Arkansas Real Estate License.
- 32. EXPIRATION:** This Real Estate Contract expires if not accepted on or before (month) APRIL (day) 15, (year) 2015, at 5:00 (a.m.)(p.m.).

**Real Estate Contract
(Lots and Acreage)**

RichSmith Properties

Page 11 of 11



Copyright
2015
Arkansas
REALTORS®
Association

THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2015.

FORM SERIAL NUMBER: 15240 ALS 41415

The above Real Estate Contract is executed on

(month) APRIL (day) 14, (year) 2015, at 9:30 (a.m.)(p.m.).

RichSmith Properties

Selling Firm

Signature: _____

Belinda Grace

Signature: _____

Arby Smith

Printed Name: _____

BELINDA GRACE
Principal or Executive Broker

Printed Name: _____

Arby Smith
Buyer
ALS HOLDINGS, LLC

Signature: _____

Michael Ellis

Signature: _____

Printed Name: _____

MICHAEL ELLIS
Selling Agent

Printed Name: _____

Buyer

The above Real Estate Contract is executed on

(month) APRIL (day) 14, (year) 2015, at 3:00 (a.m.)(p.m.).

Listing Firm

N.A.

Signature: _____

Signature: _____

Kenneth J. Heard

Printed Name: _____

Principal or Executive Broker

Printed Name: _____

Kenneth J. Heard
Seller

Signature: _____

Signature: _____

Barbara Heard

Printed Name: _____

Listing Agent

Printed Name: _____

Barbara Heard
Seller

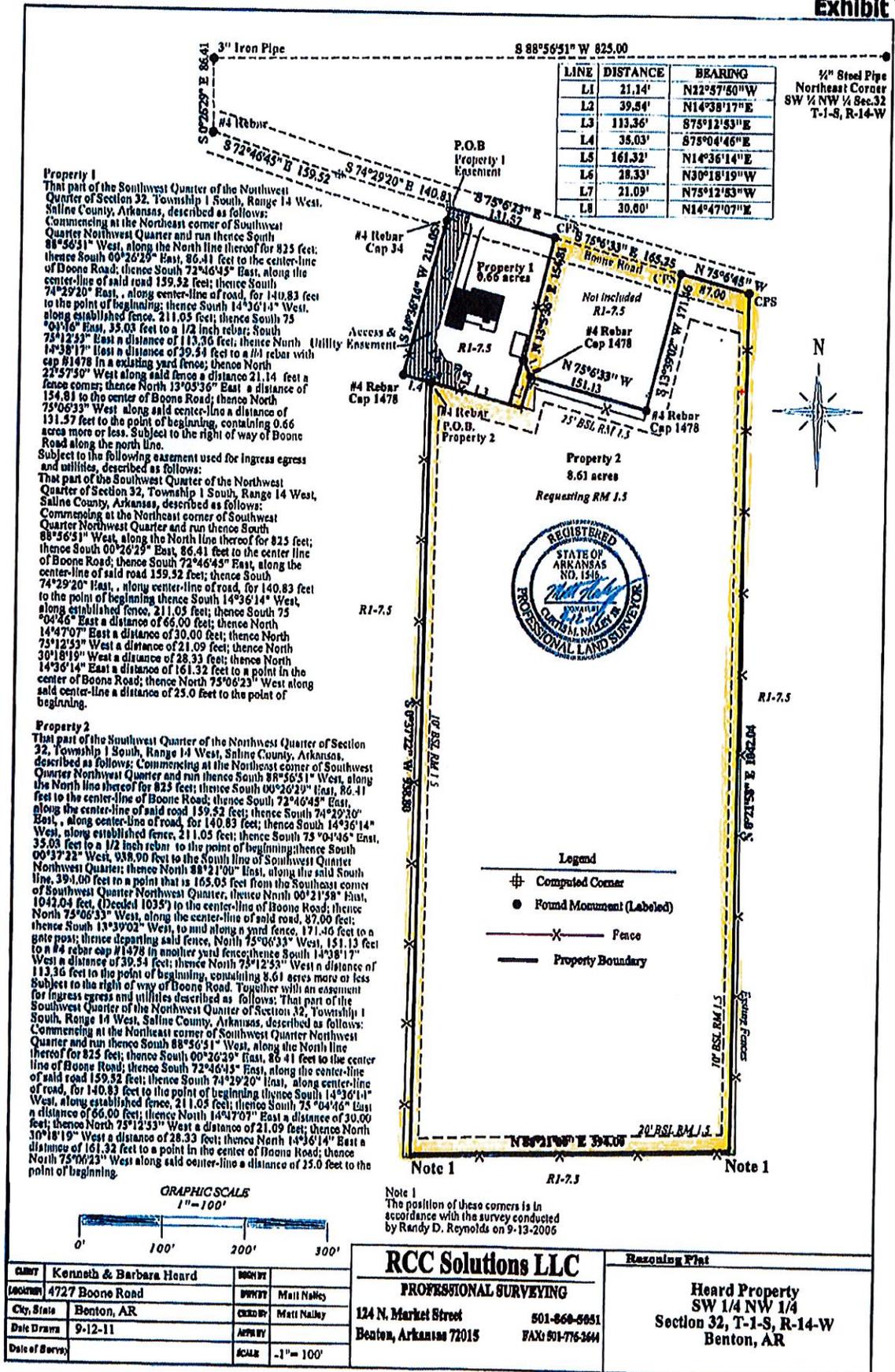
The above offer was rejected counteroffered (Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ (a.m.)(p.m.).

Seller's Initial

Seller's Initials

Exhibit "A"

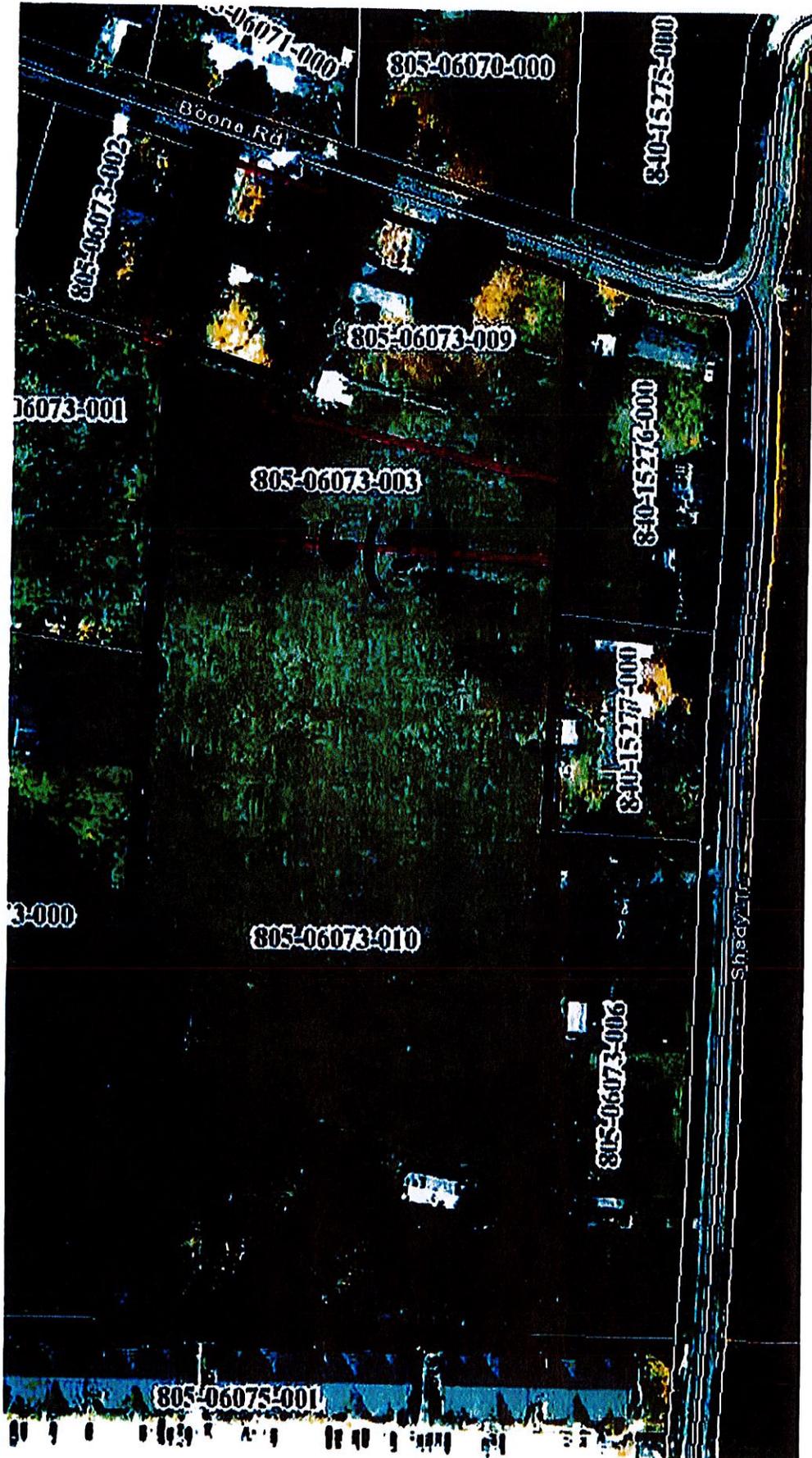


CLIENT	Kenneth & Barbara Heard	BOOK BY	
LOCATION	4727 Boone Road	PRINT BY	Mail Nalley
City, State	Benton, AR	CHECK BY	Mail Nalley
Date Drawn	9-12-11	APPRO BY	
Date of Survey		SCALE	1" = 100'

RCC Solutions LLC
PROFESSIONAL SURVEYING
124 N. Market Street
Benton, Arkansas 72015
501-666-6951
FAX: 501-776-2644

Requesting Plat

Heard Property
SW 1/4 NW 1/4
Section 32, T-1-S, R-14-W
Benton, AR



805-06071-000

805-06070-000

8-10-15275-000

Boone Rd

805-06073-002

805-06073-009

805-06073-001

805-06073-003

8-10-15276-000

8-10-15277-000

805-06073-000

805-06073-010

Shady Tr

805-06073-006

805-06075-001

REZONES

If the owner of said property will not be available, a signed letter by the property owner(s) must be presented identifying their representative or agent by name. This will need to be notarized.

ALS Holdings, LLC

Representative or Agents Name

W. Lee Head 5/20/15
Owners Signature Date

Barbara Head 5/20/15
Owners Signature Date

N/A
Owners Signature Date

State of Arkansas
Co. of Saline

20th day of May 2015
Camille Stanley
Exp 12/29/2021



D. [REDACTED]

No 38716 **CITY OF BENTON, ARKANSAS**
GENERAL FUND

[REDACTED]

FOR [REDACTED]

[REDACTED]

RECEIVED BY: [REDACTED]

DATE 05-28 2015

No 38717 **CITY OF BENTON, ARKANSAS**
GENERAL FUND

RECEIVED OF ALS Company of AR \$ 30.00

FOR Rezone Application for 4727 Boone Road

Check 3946 [Signature]
RECEIVED BY:

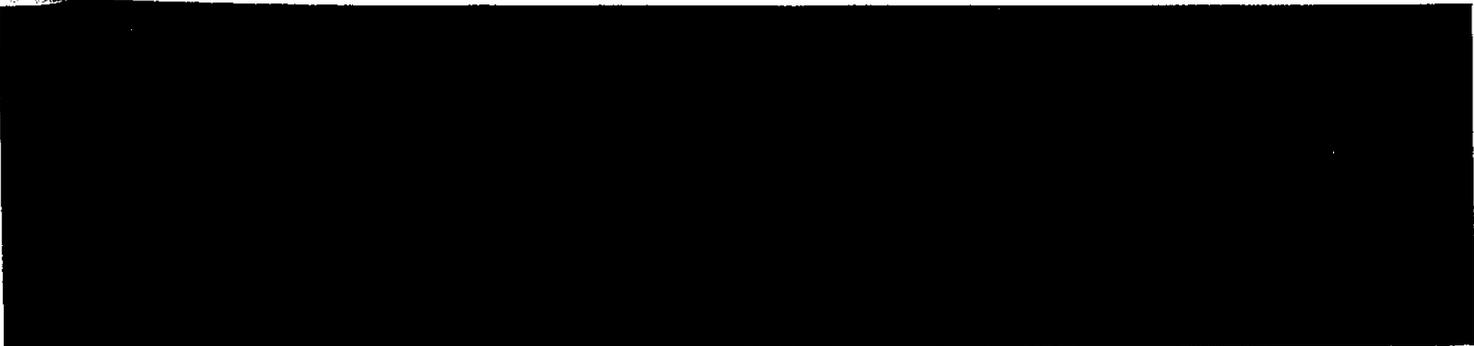
DATE _____ 20____

No 38718 **CITY OF BENTON, ARKANSAS**
GENERAL FUND

RECEIVED OF _____ \$ _____

FOR _____

RECEIVED BY: _____



ALS COMPANY OF ARKANSAS, LLC
9800 MAUMELLE BLVD.
N. LITTLE ROCK, AR 72113

ARVEST BANK
81-67629

3946

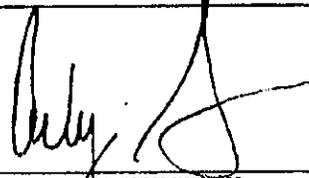
5/21/2015

PAY TO THE ORDER OF City of Benton

\$ **30.00

Thirty and 00/100***** DOLLARS

City of Benton



AUTHORIZED SIGNATURE

MEMO

Rezone Fee fot The Manor @ Benton

⑈003946⑈ ⑆082900872⑆ 0040358314⑈

ALS COMPANY OF ARKANSAS, LLC

City of Benton

5/21/2015

3946

30.00

Arvest Operating Acct Rezone Fee fot The Manor @ Benton

30.00

AR Vest's business services are provided by AR Bank

Proof of Publication

STATE OF ARKANSAS
County of Saline

I, Maribel Buuche, do solemnly swear that I am Legal Advertising Clerk for The Saline Courier, a daily newspaper printed in said county, and that I was such at the date of publication hereinafter stated, and that said newspaper had a bona fide circulation in such county at said dates, and has been regularly published in said county since the year 1876 before the date of the first publication of the advertisement hereto annexed, and that said advertisement was published in said newspaper 1 times for 1 issues, the first insertion therein having been made on 05.20.2015, and the last insertion on 05.20.2015.

Billed Account RichSmith Development, LLC

Ad Number 66341
Maribel Buuche
Legal Advertising Clerk

Sworn to and subscribed before me on 5.22.15
Julie Allbritton
Notary Public

JULIE ALLBRITTON
SALINE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires February 22, 2022
Commission No. 12386497

FEE FOR PRINTING

\$ 125.80 Cost of Notice
\$ 2.60 Cost of Proof
\$ 128.40 Total

NOTICE IS hereby given that a hearing will be held by the Planning Commission of the City of Benton, AR on the 9th day of June, 2015 at 6:00 p.m. at 114 South East Street on the petition of Arby Smith, ALS Holdings, LLC for rezoning to Central Commercial property along Boone Road in the City of Benton, Saline County, Arkansas. on the following lands to wit:

That part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 1 South, Range 14 West, Saline County, Arkansas, described as follows: Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South 88°56'51" West, along the North line thereof for 825 feet; thence South 00°26'29" East, 86.41 feet to the center-line of Boone Road; thence South 72°46'45" East, along the center-line of said road 159.52 feet; thence South 74°29'20" East, along center-line of road, for 140.83 feet; thence South 14°36'14" West, along established fence, 211.05 feet; thence South 75°04'46" East, 35.03 feet to a 1/2 inch rebar to the point of beginning; thence South 00°37'22" West, 938.90 feet to the South line of Southwest Quarter Northwest Quarter; thence North 88°21'00" East, along the said South line, 394.00 feet to a point that is 165.05 feet from the Southeast corner of Southwest Quarter Northwest Quarter; thence North 00°21'58" East, 1042.04 feet, (Deeded 1035') to the center-line of Boone Road; thence North 75°06'33" West, along the center-line of said road, 252.25 feet; thence South 13°05'36" West, 154.81 feet to a fence corner; thence South 22°57'50" East, 21.14 feet to a #4 Rebar cap #1478; thence South 14°38'17" West, 39.54 feet; thence North 75°12'53" West, 113.36 feet to the point of beginning, containing 9.25 acres more or less. Subject to the right of way of Boone Road.

For comments or questions, please contact Kristina Knight at 501-758-0050.

Proof of Publication

STATE OF ARKANSAS
County of Saline

I, Maribel Buuche, do solemnly swear that I am Legal Advertising Clerk for The Saline Courier, a daily newspaper printed in said county, and that I was such at the date of publication hereinafter stated, and that said newspaper had a bona fide circulation in such county at said dates, and has been regularly published in said county since the year 1876 before the date of the first publication of the advertisement hereto annexed, and that said advertisement was published in said newspaper 1 times for 1 issues, the first insertion therein having been made on 05.20.2015, and the last insertion on 05.20.2015.

Billed Account RichSmith Development, LLC

Ad Number 66341

Maribel Buuche
Legal Advertising Clerk

Sworn to and subscribed before me on 5.22.15

Julie Allbritton
Notary Public

FEE FOR PRINTING

\$ 125.80 Cost of Notice

\$ 2.60 Cost of Proof

\$ 128.40 Total

NOTICE IS hereby given that a hearing will be held by the Planning Commission of the City of Benton, AR on the 8th day of June, 2015 at 6:00 p.m. at 114 South East Street on the petition of Arby Smith, ALS Holdings, LLC for rezoning to Central Commercial property along Boone Road in the City of Benton, Saline County, Arkansas, on the following lands to wit:

That part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 1 South, Range 14 West, Saline County, Arkansas, described as follows: Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South 88°56'51" West, along the North line thereof for 825 feet; thence South 00°26'29" East, 86.41 feet to the center-line of Boone Road; thence South 72°46'45" East, along the center-line of said road 159.52 feet; thence South 74°29'20" East, along center-line of road, for 140.83 feet; thence South 14°38'14" West, along established fence, 211.05 feet; thence South 75°04'46" East, 35.03 feet to a 1/2 inch rebar to the point of beginning; thence South 00°37'22" West, 938.90 feet to the South line of Southwest Quarter Northwest Quarter; thence North 88°21'00" East, along the said South line, 394.00 feet to a point that is 165.05 feet from the Southeast corner of Southwest Quarter Northwest Quarter; thence North 00°21'58" East, 1042.04 feet, (Deeded 1035') to the center-line of Boone Road; thence North 75°06'33" West, along the center-line of said road, 252.25 feet; thence South 13°05'36" West, 154.81 feet to a fence corner; thence South 22°57'50" East, 21.14 feet to a #4 Rebar cap #1478; thence South 14°38'17" West, 39.54 feet; thence North 75°12'53" West, 113.36 feet to the point of beginning, containing 9.25 acres more or less. Subject to the right of way of Boone Road.

For comments or questions, please contact Kristina Knight at 501-758-0050.

JULIE ALLBRITTON
SALINE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires February 22, 2022
Commission No. 12306197

Elite Title Solutions
1016 Clinton Ct
Alexander, Ar 72002
501-626-9611

TO WHOM IT MAY CONCERN:

The following is a list of apparent owners of property lying within 300 feet of the following described land which is comprised of parcels 805-06073-003, 805-06073-009, and 805-06073-010.

Rezoning Description

That part of the Southwest Quarter of the Northwest Quarter of Section 32, Township 1 South, Range 14 West, Saline County, Arkansas, described as follows: Commencing at the Northeast corner of Southwest Quarter Northwest Quarter and run thence South 88°56'51" West, along the North line thereof for 825 feet; thence South 00°26'29" East, 86.41 feet to the center-line of Boone Road; thence South 72°46'45" East, along the center-line of said road 159.52 feet; thence South 74°29'20" East, , along center-line of road, for 140.83 feet; thence South 14°36'14" West, along established fence, 211.05 feet; thence South 75 04' '46" East, 35.03 feet to a 1/2 inch rebar to the point of beginning ;thence South 00°37'22" West, 938.90 feet to the South line of Southwest Quarter Northwest Quarter; thence North 88°21'00" East, along the said South line, 394.00 feet to a point that is 165.05 feet from the Southeast corner of Southwest Quarter Northwest Quarter; thence North 00°21'58" East, 1042.04 feet, (Deeded 1035') to the center-line of Boone Road; thence North 75°06'33" West, along the center-line of said road, 252.25 feet; thence South 13°05'36" West, 154.81 feet to a fence corner; thence South 22°57'50" East, 21.14 feet to a #4 Rebar cap #1478; thence South 14°38'17" West, 39.54 feet; thence North 75°12'53" West, 113.36 feet to the point of beginning, containing 9.25 acres more or less.
Subject to the right of way of Boone Road.

Owner: Michael W McClain
Parcel: 805-06073-002
Recorded Instrument: 2013-3799
Mailing Address: 4707 Boone Rd, Bryant, AR 72022

Owner: Joe and Pat Ioup
Parcel: 806-06073-001
Recorded Instrument: 1999-45397
Mailing Address: 6513 Alcoa Rd, Benton, AR, 72015

Owner: Alcoa Road Storage
Parcel: 805-06074-000
Recorded Instrument: 2003-38533
Mailing Address: 232 Fleshman Creek, Livingston Mt, 59047

Owner: Alcoa Road Storage
Parcel: 805-06075-002
Recorded Instrument: 2003-38536
Mailing Address: 232 Fleshman Creek, Livingston Mt, 59047

Owner: Joe and Pat Ioup
Parcel: 805-06069-004
Recorded Instrument: 153/411
Mailing Address: 6513 Alcoa Rd, Benton, AR 72015

Owner: Joseph and Lena Rose
Parcel: 805-06070-000
Recorded Instrument: 2007-086665
Mailing Address: 615 Ouray Cove, Benton AR 72015

Owner: David or Lynn Heasley
Parcel: 805-06071-000
Recorded Instrument: 2001-79219
Mailing Address: 4710 Boone Rd, Benton AR, 72015

Owner: Pamela J Robinson
Parcel: 805-06072-000
Recorded Instrument: 2013-13031
Mailing Address: 4700 Boone Rd, Bryant, AR 72002

Owner: Mary Ruth Stillwell
Parcel: 805-06069-006
Recorded Instrument: Contract 2014-28626 (Deed in unknown husbands name)
Mailing Address: 605 Ouray Cove, Benton, AR 72015

Owner: Joeseeph and Lena Rose
Parcel: 840-15274-000
Recorded Instrument: 2007-86662
Mailing Address: 615 Ouray Cove, Benton, AR 72015

Owner: Thomas Hamilton, Tracy Hamilton, John Thompson, Woody Thompson
Parcel: 840-15263-002
Recorded Instrument: 2009-27724
Mailing Address: 5210 Boone Rd, Bryant, AR 72022

Owner: Joe and Pat Ioup
Parcel: 840-06073-004
Recorded Instrument: 2006-25970
Mailing Address: 6513 Alcoa Rd, Benton, AR, 72015

Owner: Bryant School District
Parcel: 805-06075-003
Recorded Instrument: 2002-63875
Mailing Address: 200 Northwest Fourth Street, Bryant, AR 72022

Owner: Benton Housing Associates
Parcel: 805-06075-001
Recorded Instrument: 2002-28108, 2002-40196, 2003-129427
Mailing Address: 813 Fort Street, Barling, AR 72923

Owner: James and Helen Maxine Ellison
Parcel: 001-04958-000
Recorded Instrument: 187-153
Mailing Address: 3024 Shady Trail, Benton, AR 72015

Owner: Lloyd and Judy Griffin
Parcel: 840-15288-000
Recorded Instrument: 2001-65373
Mailing Address: 5107 Boone Rd, Bryant, AR 72022

Owner: Raymond and Mary Rankin
Parcel: 805-06073-006
Recorded Instrument: 98-95
Mailing Address: 3313 Shady Trail, Benton, AR 72015

Owner: Patty Jo Reed
Parcel: 805-06073-000
Recorded Instrument: 2013-110042
Mailing Address: 5601 Boone Rd, Bryant AR 72022

Owner: Sheryl Holloway
Parcel: 840-15277-000
Recorded Instrument: 245/225
Mailing Address: 1250 Martinique Lane, Foster City, CA 94404

Owner: Grace Farnam
Parcel: 840-15276-000
Recorded Instrument:
Mailing Address: 3796 Steele Bridge Rd, Benton, AR 72019

Owner: Oscar Farnam, Jr

Parcel: 840-15275-000

Recorded Instrument: 2004-030133

Mailing Address: 1511 West Lawson Rd, Alexander, AR 72002

This is not to be construed as a Title Certificate, Title Insurance or a Title Opinion. We do not certify as to the validity of title and our liability is expressly limited to the amount paid for this service.

Thank you for your business,

A handwritten signature in blue ink, appearing to read 'Jody Chandler', with a stylized flourish extending to the right.

Jody Chandler
Elite Title Solutions

ORDINANCE NO. 33 OF 2015

AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON, SALINE COUNTY, ARKANSAS;
DECLARING AN EMERGENCY, AND FOR OTHER PURPOSES

WHEREAS, an application for rezoning was filed with the Planning Commission of the City of Benton, Arkansas by Landers Development , LLC., requesting that the lands hereinafter described be zoned to a Highway Commercial zoning of (CH); and

WHEREAS, the Planning Commission ordered a Public Hearing be held on June 9, 2015 at 6:00 p.m. for the purposes of hearing said application; the notice of such hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas; with evidence having been submitted that all property owners or lessees within 300 feet of the property having been notified of said hearing; and at said hearing, the Planning Commission recommended to the City Council that such request be granted; and

WHEREAS, the City Council of the City of Benton, Arkansas desires to zone the following property as Highway Commercial (CH):

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

SECTION 1. The following described property is hereby rezoned from R1 75 to a Highway Commercial zoning of (CH):

(WARRANTY DEED, DEED BOOK 192, PAGE 483)

PART OF THE EAST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER, SECTION 31, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 363 FEET SOUTH OF THE NW CORNER OF SAID E1/2 E1/2 NE1/4, THENCE CONTINUE SOUTH 207 FEET, THENCE NORTH 88°10' EAST 637.20 FEET, THENCE NORTH 0°26' WEST 207 FEET, THENCE SOUTH 88°10' WEST 635.88 FEET TO THE POINT OF BEGINNING, CONTAINING 3.02 ACRES, MORE OR LESS.

SECTION 2. The City Council, having found that the immediate rezoning of this property will allow construction to commence thereon which will be of benefit to the local economy, hereby declares an emergency and this Ordinance shall be in full force and effect after it's a passage and approval.

PASSED AND APPROVED, this _____ day of _____, 2015.

Date

Mayor

Attest: _____

City clerk



CITY OF BENTON

Community Development

P.O. Box 607
Benton, Arkansas 72018

MEMORANDUM

TO: Planning & Zoning Commission
Mrs. Pam Gibson, Chair

FROM: David Vondran, Director of Community Development

DATE: 04 JUN 2015

RE: Rezone request for 6718 & 6720 Alcoa Road
Single Family Residential (R1-7.5) to Highway Commercial (CH)

Staff has reviewed the proposed rezone request and recommends approval. All requirements have been met for this rezone request from R1-7.5 to CH. Required documentation is attached and fees have been received.

Please contact the Community Development office if we may be of further assistance.

Staff Use:
DATE SUBMITTED 05-19-15
DATE OF NEXT MEETING 06-09-15
AD MUST RUN NOT LATER THAN 05-31-15

Application and Procedural Requirements for Rezone Permit

Applicant's Name HOPE Consulting for HARSU, LLC
Address of Subject Property 6718 & 6720 Alcoa Rd BENTON, AR
Legal Description of Subject Property (may be attached on separate sheet)
Attached Warranty DEED Book 08 Page 1692
Assessor's Parcel Number of Subject Property 805-05964-000
Zoning District of Subject Property Residential
Proposed Use Highway Commercial

Please attach vicinity map of the property, 8.5 x 11 inch size. Additional required information is detailed on p. 2.

I hereby certify that I am the owner of the property identified in this application; or, that I am the authorized agent of HARSU, LLC, who is the owner of said property; or that I am the employee or agent of HARSU, LLC, which is a public utility company or other agency with the powers of eminent domain, and that I am authorized to act in their behalf, and that this application, to the best of my knowledge and belief, is true and correct.

Signed [Signature]
Mailing Address 117 S. Market St.
BENTON, AR 72015
Phone Number 501-315-2626

Subscribed and certified to me this 19 day of May, 2015
[Signature]
Community Development Dept Representative

May 15, 2015

David Vondran
City of Benton
114 S East Street
Benton, AR 72015

RE: 6718 & 6720 Alcoa Rd Benton, Arkansas 72015

Dear Mr. Vondran,

As the owners of the property located at 6718 & 6720 Alcoa Rd, (HARSU, LLC.) we hereby give Landers Development and Hope Consulting the right to act on our behalf.

Landers Development and Hope Consulting will be acting on the behalf of HARSU, LLC throughout the rezoning process. There is also a need for a sewer main and manhole on this site. This site improvement including the addition of a manhole and main line under Alcoa Rd is also within their scope of authority.

Please feel free to contact me with any questions or concerns or if I can be of any further assistance.

Sincerely,

 Lester Scott
HARSU, LLC

310 West Conway Street
Benton, Arkansas 72015

HOPE
CONSULTING
ENGINEERS - SURVEYORS

May 18, 2015

David Vondran
City of Benton
114 S East Street
Benton, AR 72015

RE: 6718 & 6720 Alcoa Rd Benton, Arkansas 72015

Dear Mr. Vondran,

On behalf of our HARSU, LLC, Hope Consulting is formally requesting that the City of Benton begin the process for rezoning the property located at 6718 and 6720. The property is currently zoned residential. This property has been utilized as commercial property for many years. It is also listed as commercial on the county records data. We are proposing this property to be rezoned to Highway Commercial. We would like to be placed on the agenda for the June 9th meeting.

Please feel free to contact me with any questions or concerns or if I can be of any further assistance.

Sincerely,



Jonathan Hope
jonathan@hopeconsulting.com

117 SOUTH MARKET ST. BENTON, ARKANSAS 72015
WWW.HOPECONSULTING.COM
(P) 501-315-2626
(F) 501-315-0024

THIS INSTRUMENT PREPARED BY:
SPEARS & JONES, ATTORNEYS AT LAW TITLE SERVICES
113 SOUTH MARKET STREET, BENTON, AR 72015
(501) 315-5335

08 001692

I certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument
Grantee or Agent: Leather State
Grantee Address: 310 W Conway Benton, AR 72015

07979

FILED
SALINE COUNTY
CIRCUIT CLERK

2008 JAN -7 PM 1:25

BY: [Signature]

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, JAMES R. RAMSEY, JOINED BY DEBRA A. RAMSEY, HIS WIFE, AND RICHARD P. RAMSEY, JOINED BY DONNA RAMSEY, HIS WIFE, joint tenants, GRANTORS, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by HARSU, LLC, GRANTEE, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE, and unto its successors and assigns forever, the following lands lying in Saline County, Arkansas:

PART OF THE E1/2 OF THE E1/2 OF THE NE1/4 OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: Beginning at a point 363 feet South of the NW corner of said E1/2 of E1/2 of NE1/4; thence continue South 207 feet; thence N88°10'E 637.20 feet; thence N00°26'W 207 feet; thence S88°10'W 635.88 to the point of beginning, containing 3.02 acres, more or less. Subject to all rights of way, restrictions and easements of record. This legal description was provided by Grantors.

To have and to hold the same unto the said GRANTEE and unto its successors and assigns forever, with all appurtenances thereunto belonging.

And we hereby covenant with said GRANTEE that we will forever warrant and defend the title to the said lands against all claims whatsoever.

And we, James R. Ramsey, joined by Debra A. Ramsey, his wife, and Richard P. Ramsey, joined by Donna Ramsey, his wife, joint tenants, for and in consideration of the said sum of money, do hereby release and relinquish unto the said GRANTEE all our rights of dower, curtesy and homestead in and to the said lands.

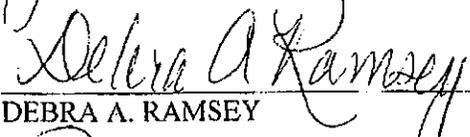
WITNESS our hands and seals on this 26th day of December, 2007.



WARRANTY DEED
Page 2
Ramsey to Harsu, LLC



JAMES R. RAMSEY



DEBRA A. RAMSEY



RICHARD P. RAMSEY



DONNA RAMSEY

08 001693

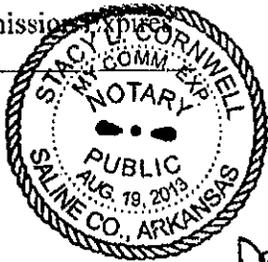
ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF Saline)

On this day personally appeared before me James R. Ramsey, Debra A. Ramsey, Richard P. Ramsey and Donna Ramsey, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed same for the consideration and purposes therein contained.

WITNESS my hand and official seal this 20th day of December, 2007.

My commission





NOTARY PUBLIC

FILED FOR RECORD
In Doc Book D8 Page 1692

JAN 07 2008
at 1:25 o'clock PM
BY Don Kiddle CLERK
BY Don Kiddle DC



No 38671 **CITY OF BENTON, ARKANSAS**
GENERAL FUND
DATE [REDACTED]
RECEIVED OF [REDACTED] \$ 50.00
FOR [REDACTED]
[REDACTED]
[REDACTED]
RECEIVED BY: _____

No 38672 **CITY OF BENTON, ARKANSAS**
GENERAL FUND
DATE [REDACTED]
RECEIVED OF [REDACTED] \$ 0.01
FOR [REDACTED]
[REDACTED]
RECEIVED BY: _____

No 38673 **CITY OF BENTON, ARKANSAS**
GENERAL FUND
DATE 05-19 20 15
RECEIVED OF Hope Consulting \$ 30.00
FOR Rezone application fee & of
6718 & 6720 Alcoa Rd.
Check # 5799 W.M. Kenville
RECEIVED BY: _____

Proof of Publication

STATE OF ARKANSAS
County of Saline

I, Martha Beech, do solemnly swear that I am Legal Advertising Clerk for The Saline Courier, a daily newspaper printed in said county, and that I was such at the date of publication hereinafter stated, and that said newspaper had a bona fide circulation in such county at said dates, and has been regularly published in said county since the year 1876 before the date of the first publication of the advertisement hereto annexed, and that said advertisement was published in said newspaper 1 times for 1 issues, the first insertion therein having been made on 05-20-2015, and the last insertion on 05-20-2015.

Billed Account Hope Consulting, Inc.

Ad Number 66389

Martha Beech
Legal Advertising Clerk

Sworn to and subscribed before me on 5-22-15

Julie Allbritton
Notary Public

FEE FOR PRINTING

\$ 28.60 Cost of Notice
\$ 2.60 Cost of Proof
\$ 31.20 Total

JULIE ALLBRITTON
SALINE COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires February 22, 2022
Commission No. 12386497

Legal Notices

PUBLIC NOTICE
Notice is hereby given that a hearing will be held by the Planning Commission of the City of Benton, Arkansas, on the 9th day of June, 2015 at 6:00 PM at 114 South East Street on the Petition of HARSU, LLC for rezoning from R1-7.5 to CH, the following described lands, to-wit:
6718 & 6720 Alcoa Road, City of Benton, Saline County, Arkansas.



RESOLUTION NO. 37 OF 2015

A RESOLUTION AUTHORIZING THE CITY ATTORNEY TO FILE A LAWSUIT IN THE SALINE COUNTY CIRCUIT COURT SEEKING TO ABATE A NUISANCE LOCATED AT 2719 SALT CREEK ROAD, BENTON, ARKANSAS; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton was been presented with photographs of the conditions of the property located at 2719 Salt Creek Road in Benton, these photographs are attached hereto as Exhibit "1" collectively; and

WHEREAS, the City Council finds that the conditions at this property are unsightly and pose a significant risk to the public health, safety and welfare and in particular to the neighbors who live in the vicinity of this property; and

WHEREAS, the City Council finds and declares that this property is a nuisance to the public which should be abated; and

WHEREAS, it has been determined that the best course of action for the city is to direct the City Attorney to file suit against the property owner(s) and anyone who maintains an interest in the property and ask the Saline County Circuit Court to also find that the property conditions constitute a public nuisance which should be abated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Benton, Arkansas, that:

SECTION 1: For the reasons stated above, the City Attorney is hereby authorized to bring a cause of action in the Saline County Circuit Court seeking a court order to abate a public nuisance located at 2719 Salt Creek Road, Benton, Arkansas.

PASSED AND APPROVED this the _____ day of July, 2015.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk

ORDINANCE NO. 34 OF 2015

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING AND RATIFYING THE PURCHASE OF A REPLACEMENT WALKER PROCESS GRIT WASHER FOR THE BENTON UTILITIES WASTEWATER TREATMENT DEPARTMENT; DECLARING AN EMERGENCY; AND, FOR OTHER PURPOSES

WHEREAS, The Mayor and the City Council of the City of Benton, Arkansas have determined that the City should purchase a replacement Walker Process Grit Washer for the Benton Utilities Wastewater Treatment Department, without competitive bidding in connection therewith in as much as there is only one manufacturer for this type of equipment; and

WHEREAS, The City Council wishes to authorize and approve transaction described below;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Benton, Arkansas, that:

SECTION 1. It is in the best interest of the City to purchase from Walker Process Equipment, 804 N. Russell Avenue, Aurora, IL, all parts necessary for a replacement process grit washer in the amount of \$28,355.00 plus applicable taxes and freight, this charge will include all materials and equipment. Copies of said quote and supporting documents are attached to this ordinance and incorporated herein by reference. The Wastewater Treatment Department is authorized and directed to purchase, from the vendors set out in said quote, the repairs or replacements listed, at a total cost of \$28,355.00 plus applicable sales tax and freight. All actions of the Benton Utilities Wastewater Treatment Department in pursuing the purchase authorized herein from Walker Process Equipment prior to the formal adoption of this ordinance are hereby confirmed, ratified and approved.

SECTION 2. The requirement of competitive bidding for the purchase hereby authorized is deemed not feasible or practical and, therefore, is waived.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to execute such additional documentation as may be necessary or convenient to affect the purposes of this ordinance.

SECTION 4. The immediate entry into, implementation of, and payment for all and materials to replace the wastewater grit washer, are authorized herein, and the ratification of actions taken to date, are necessary for the City to properly and timely perform tasks required of the Benton Utilities Wastewater Treatment Department currently underway, and any delay in the same adds intolerable inconvenience to the delivery of necessary services to the public. Therefore, an emergency exists, and this ordinance is necessary for the preservation of the public peace, health and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this _____ day of July, 2015.

David Mattingly, Mayor

Cindy Stracener, City Clerk

PURCHASE JUSTIFICATION

Person Requesting: <u>JONATHAN BUFF</u>		Department: <u>Wastewater</u>	
Item(s) or Service(s) to be Purchased: <u>1 Grit Washer Housing, Extension Trough,</u>			
<u>Grit Screw w/ Shafts, Bearings, & Seals Painted Dne (1) Coat Tramel</u>			
<u>NOA Primer.</u>			
Reason for purchase: <u>Current grit housing and screw conveyor are worn out</u>			
<u>unit leaking as trough is gone. Unit was nearly 30 years old and corrosion had</u>			
<u>deteriorated unit.</u>			
Item is In Current Budget?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Date Needed: <u>7-2015</u>	
Supplier to be Purchased From:			
(1) Company Name: <u>Walker Process Equipment</u>		Phone: <u>630-892-7921</u>	
Company Address: <u>840 N. Russell Ave.</u>			
<u>Aurora, Illinois 60506</u>			
Person Contacted: <u>Mike Fowler</u>		<u>630-264-5241</u> <u>m.fowler@walker-process.com</u>	
Date Contacted: <u>6-24-2015</u>		Price Quoted: <u>28,355.00</u> <u>plus. Freight</u>	
(2) Company Name:		Phone:	
Company Address:			
Person Contacted:			
Date Contacted:		Price Quoted:	
(3) Company Name:		Phone:	
Company Address:			
Person Contacted:			
Date Contacted:		Price Quoted:	
<i>Attach any written documentation for prices quoted above.</i>			
Signed: <u>Jonathan Buff</u>		Date: <u>7-8-2015</u>	
Signed:		Date:	

07-01-2015

QUOTE

CONTRACT#: **18732**
W60563

WALKER PROCESS EQUIPMENT
A DIVISION OF MCNISH CORPORATION
840 N RUSSELL AVE
AURORA, ILLINOIS 60506
PHONE: (630) 892-7921
FAX: (630) 892-7951
Mike Fowler
(630) 264-5241
mfowler@walker-process.com

CUSTOMER: BENTON, AR WWTP
816 WEST HAZEL STREET

BENTON, AR 72015

CONTACT: JONATHAN BUFF
PHONE: 501-776-5982
FAX: 501-776-5974

JOB NAME: BENTON UTILITIES
BENTON, AR

QTY	DESCRIPTION	UNIT	AMOUNT	SHIPMENT
1	GRIT WASHER HOUSING, EXTENSION TROUGH, GRIT SCREW W/ SHAFTS, BEARINGS, & SEALS PAINTED ONE (1) COAT TNE MEC N69 PRIMER	28,355.00	28,355.00	4-6 WK ARO

Net 15 Days after Shipment **\$28,355.00**

EXISTING SUPPORTS, DRIVE, AND COVERS TO BE REUSED.

NOTE:
PRICES ARE FIRM FOR THIRTY (30) DAYS FROM THIS QUOTATION. ALL PRICES QUOTED ARE BASED ON BUYERS ACCEPTANCE TO THE COMPANIES STANDARD TERMS OF SALES, AND/OR ADDITIONAL TERMS ON THIS QUOTATION. PRINTED COPIES CAN BE MAILED UPON WRITTEN REQUEST. WALKER PROCESS IS NOT REGISTERED TO COLLECT OR PAY TAXES FOR YOUR PURCHASE OF MATERIALS.

THE PRICES QUOTED ARE SUBJECT TO ADJUSTMENT TO REFLECT CHANGES IN THE COST OF MATERIAL (A) AND OTHER ITEMS (B) TO WALKER PROCESS DIVISION OF MCNISH CORPORATION THAT OCCUR BETWEEN QUOTATION AND TIME MATERIALS ARE PURCHASED AS MEASURED BY:
A. THE APPROPRIATE MATERIAL INDICES, SUCH AS NORTH AMERICAN CARBON STEEL PRICE INDEX.
B. PRICE REVISIONS FOR ITEMS NOT MANUFACTURED BY WALKER PROCESS, DIVISION OF MCNISH CORPORATION.

SIGNED: Jonathan Buff

DATE: 7-8-2015

Delivery Terms

F.O.B. Aurora, IL or point of shipment with freight prepaid and added to the invoice.

Payment Terms

Net 15 Days of Order

Minimum Order

\$50.00

NOTE: Credit Card Orders are subject to 3% CC company charge.

When ordering parts, please refer to Contract Number: **W60563** and Quote No. **18732**

BY: Mike Fowler - (630) 264-5241

REPAIR SALES

07-01-2015

QUOTE

CONTRACT#: 18732-1
W60563

WALKER PROCESS EQUIPMENT
A DIVISION OF MCNISH CORPORATION
840 N RUSSELL AVE
AURORA, ILLINOIS 60506
PHONE: (630) 892-7921
FAX: (630) 892-7951
Mike Fowler
(630) 264-5241
mfowler@walker-process.com

CUSTOMER: BENTON, AR WWTP
616 WEST HAZEL STREET

BENTON, AR 72015

CONTACT: JONATHAN BUFF
PHONE: 501-776-5982
FAX: 501-776-5974

JOB NAME: BENTON UTILITIES
BENTON, AR

QTY	DESCRIPTION	UNIT	AMOUNT	SHIPMENT
1	GRIT WASHER HOUSING, EXTENSION TROUGH, GRIT SCREW W/ SHAFTS, BEARINGS, & SEALS. REFERENCE DWG 7 & 8 FOR SCOPE OF SUPPLY. PAINTED ONE (1) COAT TNEDEC N69 PRIMER EXISTING SUPPORTS, DRIVE, AND COVERS TO BE REUSED.		\$28,355.00	\$28,355.00 4-6 WK ARO
1	GRIT WASHER HOUSING MK 7-7, PRIME PAINTED		\$12,540.00	\$12,545.00 4-6 WK ARO
1	GRIT WASHER LOWER HOUSING MK 7-7, BARE METAL REF DWG 7A		\$8,885.00	\$8,885.00 4-6 WK ARO
1	CONVEYOR TROUGH W/ BEARING & SHAFT MK 7-18, PRIME PAINTED		\$8,135.00	\$8,135.00 4-6 WK ARO
1	CONVEYOR SCREW MK 7-19, PRIME PAINTED		\$9,825.00	\$9,825.00 4-6 WK ARO
1	TAIL END SHAFT BEARING MK 10, 11, 12, 13, 14, & 15, PRIME PAINTED		\$1,815.00	\$1,815.00 2-4 WK ARO

NOTE:

PRICES ARE FIRM FOR THIRTY (30) DAYS FROM THIS QUOTATION. ALL PRICES QUOTED ARE BASED ON BUYERS ACCEPTANCE TO THE COMPANIES STANDARD TERMS OF SALES, AND/OR ADDITIONAL TERMS ON THIS QUOTATION. PRINTED COPIES CAN BE MAILED UPON WRITTEN REQUEST. WALKER PROCESS IS NOT REGISTERED TO COLLECT OR PAY TAXES FOR YOUR PURCHASE OF MATERIALS.

THE PRICES QUOTED ARE SUBJECT TO ADJUSTMENT TO REFLECT CHANGES IN THE COST OF MATERIAL (A) AND OTHER ITEMS (B) TO WALKER PROCESS DIVISION OF MCNISH CORPORATION THAT OCCUR BETWEEN QUOTATION AND TIME MATERIALS ARE PURCHASED AS MEASURED BY:

- A. THE APPROPRIATE MATERIAL INDICES, SUCH AS NORTH AMERICAN CARBON STEEL PRICE INDEX.
- B. PRICE REVISIONS FOR ITEMS NOT MANUFACTURED BY WALKER PROCESS, DIVISION OF MCNISH CORPORATION.

SIGNED: _____ DATE: _____

Delivery Terms

F.O.B. Aurora, IL or point of shipment with freight prepaid and added to the invoice.

Payment Terms

Net 15 Days of Order

Minimum Order

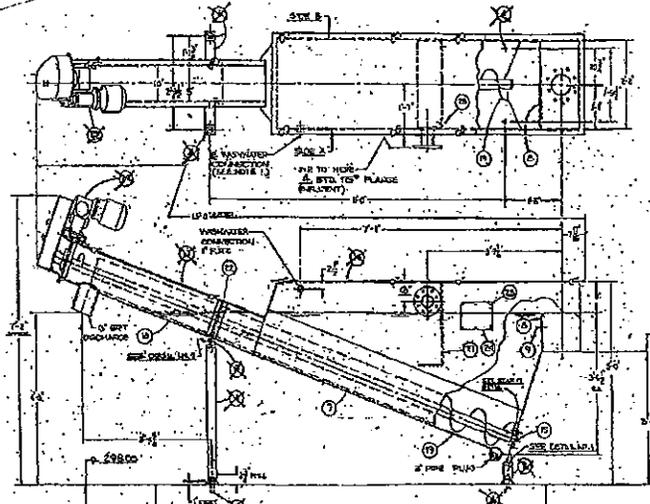
\$50.00

NOTE: Credit Card Orders are subject to 3% CC company charge.

When ordering parts, please refer to Contract Number: **W60563** and Quote No. **18732**

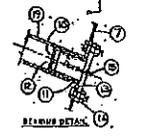
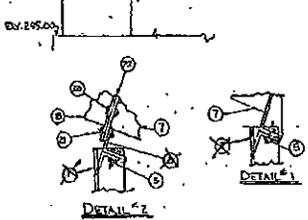
BY: Mike Fowler - (630) 264-5241

REPAIR SALES



2. REMOVE PROTECTIVE TAPE FROM HEAD OF THE SH.
3. CHECK HEAD OF SH FOR CRACKS. IF CRACKS ARE FOUND, REPAIR WITH EPOXY RESIN. IF NO CRACKS ARE FOUND, PROCEED TO STEP 4.
4. CHECK HEAD OF SH FOR CRACKS. IF CRACKS ARE FOUND, REPAIR WITH EPOXY RESIN. IF NO CRACKS ARE FOUND, PROCEED TO STEP 5.

WIR TO HEAD OF SH WITH PLANGE FOR POSITION, STRAIGHTEN & S. (REQUIRE)



ITEM NO.	QTY.	DESCRIPTION	UNIT
1	1	HEAD OF SH	PC
2	1	WIR TO HEAD OF SH WITH PLANGE FOR POSITION, STRAIGHTEN & S. (REQUIRE)	PC
3	1	STARTER DETAIL	PC
4	1	DETAIL 1	PC
5	1	DETAIL 2	PC
6	1	STARTER DETAIL	PC
7	1	STARTER DETAIL	PC
8	1	STARTER DETAIL	PC
9	1	STARTER DETAIL	PC
10	1	STARTER DETAIL	PC
11	1	STARTER DETAIL	PC
12	1	STARTER DETAIL	PC
13	1	STARTER DETAIL	PC
14	1	STARTER DETAIL	PC

WORK THIS DSG. WITH DRG. 6

Waxey Process Corporation
 10000 W. 10th St.
 Omaha, NE 68147
 (402) 426-1100

DATE: 10/20/00
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES

47505-0

