MINUTES OF MEETING  
BOARD OF DEVELOPMENTAL DISABILITIES SERVICES  
May 22, 2019  
DDS Central Office  
Little Rock, Arkansas

The called meeting of the Board of Developmental Disabilities Services (DDS) was held May 22, 2019 at the DDS Central Office via conference call. The meeting convened at 10:00 a.m. pursuant to the call of the Board Chair.

MEMBERS PRESENT: Board Chair Darrell Pickney, Suzann McCommon, David Rosegrant, and Linda Selman.

STAFF PRESENT: DDS Director Melissa Stone, Jeff Gonyea, Kerry Gambill, Steve Farmer, Mark Wargo, Tammy Benbrook, Dale Woodall, Thomas Tarpley, and Simone Blagg.

OTHERS PRESENT: Rita Hoover, and Attorney General Representative Sarah Farris.

Mr. Pickney called the meeting to order and turned it over to Ms. Stone.

Ms. Stone advised the Board of an offer made by the Department of Transportation to purchase a section of land on Conway HDC property for highway purposes (Attachment 1). Following discussion, it was determined the project would not affect HDC operations. Further discussion addressed the offering price of $8825.00 and the impact of the property being acquired by eminent domain. The Board requested guidance from the Attorney General’s Office. Ms. Farris recommended that the matter be tabled until additional information could be obtained. The next meeting was scheduled for Friday, May 24th at 1:00 p.m.

Mr. Pickney called for a motion for the meeting to be adjourned. Mr. Rosegrant made the motion. Ms. McCommon seconded the motion which passed unanimously. The meeting adjourned at 10:40 a.m.

ATTEST:

Mr. Darrell Pickney, Chair, Board of DDS

Executive Secretary
State of Arkansas.
501 Woodlane Suite 101
North Little Rock, AR 72201

Job 080508
I-40/Hwy. 65 Intchng. Impvts.
(Conway) (S)
Faulkner County
Tract 3

Dear Property Owner(s):

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

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

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

The offer of $8,825.00 is based on the opinion of a qualified real estate appraiser. The offered amount is based on the market value concept and is broken down as follows: $8,350.00, as just compensation for the realty to be acquired, $475.00, for temporary construction easement.

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

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

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

Yours truly,

Jennifer R. Williams, P.E.
Division Head
Right of Way Division

JRW: tm
JOB NAME: I-40 Hwy. 65 Intchng Impvts. (Conway)(S)  
JOB 080508  
TRACT 02  
FAP Z001-9095-035

CONTRACT TO SELL
REAL ESTATE FOR HIGHWAY PURPOSES
(A PARTIALLY CONTROLLED ACCESS FACILITY)

Grantor: State of Arkansas  
Address: 501 Woodlane, Suite 101 North Little Rock, AR 72201

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

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

LEGAL DESCRIPTION
Part of the Northeast Quarter of the Southwest Quarter of Section 31, Township 6 North, Range 13 West, Faulkner County, Arkansas, more particularly described as follows:

Commencing at a 1 inch Pipe being used as the Quarter Corner of Sections 31 and 36; thence South 86°27′40″ East along the Northerly right of way line of U.S. Highway 65 as established by AHTD Job 8457 a distance of 164.19 feet to a point; thence South 00°55′49″ West along said right of way line a distance of 69.14 feet to a point; thence South 73°36′21″ East along said right of way line a distance of 839.50 feet to a point; thence North 89°32′36″ East along said right of way line a distance of 351.85 feet to a point on the West line of the Northeast Quarter of the Southwest Quarter of Section 31; thence South 01°19′19″ West along said West line a distance of 166.44 feet to a point on the Southerly right of way line of U.S. Highway 65 as established by AHTD Job 6225; thence North 82°17′18″ East along said right of way line a distance of 21.29 feet to a point on the Southwesterly right of way line of U.S. Highway 65 as established by ARDOT Job 080508 for the POINT OF BEGINNING; thence continue North 82°17′18″ East along the Southerly right of way line of U.S. Highway 65 (Skyline Drive) as established by AHTD Job 6225 a distance of 75.22 feet to a point on the west right of way line of McCraken Dr. as established by dedication deed recorded in book 617, page 677; thence South 01°53′24″ West a distance of 20.98 feet to a point on the Southerly right of way line of U.S. Highway 65 as established by ARDOT 080508; thence North 83°44′25″ West along said right of way line a distance of 17.44 feet to a point; thence South 64°04′25″ West along said right of way line a distance of 37.00 feet to a point; thence North 42°44′24″ West along said right of way line a distance of 34.24 feet point of beginning and containing 0.03 acres more or less as shown on plans prepared by the ARDOT referenced as Job 080508.

AM 01/24/19  
REV. AM 04/26/19

☐ Uncontrolled Access  
☐ Partially Controlled Access – Access break from Station ______ to Station ______  
☐ Fully Controlled Access  
☐ Fully Controlled Access with a frontage road  
☐ Maintenance Agreement
PREADUITED AND ACCEPTED:  

_________________________  Property Manager to Negotiator

By _____ Date _______
PAYMENT DUE $8,350.00
(Appraised value offered by the Commission for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

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

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

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

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

__________________________________________________________

Dated this______ day of______________________, 20____

__________________________________________    ____________________________
Signature                                              Signature

__________________________________________    ____________________________
Signature                                              Signature

ACKNOWLEDGMENT

STATE OF                  SS
)                        
) SS
COUNTY

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared __________________________ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that________executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this ____ day of__________, 20____.

MY COMMISSION EXPIRES: __________________________    NOTARY PUBLIC
TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT State of Arkansas for and in consideration of Four Hundred Seventy - Five Dollars, ($475.00), and other valuable considerations, to us cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, do hereby give and grant to the Arkansas State Highway Commission, it’s successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No. 080508, and designated as Tract No. 2E-1 situated in the County of Faulkner, State of Arkansas.

This temporary easement as conditioned above shall terminate when the above subject job has been completed by the contractor and accepted by the Arkansas State Highway Commission.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinafore set forth.

WITNESS my signature of this_______day of __________________, 20____.

_____________________________  ______________________________
Signature  Signature

ACKNOWLEDGMENT

STATE OF  )
) SS
COUNTY

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared ________________________________,
well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that________executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public____day of____________, 20_____.

_____________________________  NOTARY PUBLIC
MY COMMISSION EXPIRES:
MORTGAGE AUTHORIZATION

Form must be filled out completely, signed and submitted to the Right of Way Division/Administrative Section immediately following first contact.

Job #: __________________
Tract#: __________________

Property Owner: ____________________________________________
Address: __________________________________________________

Telephone #: _______________________________________________

Mortgage Company: __________________________________________
Address: __________________________________________________

Telephone #: _______________________________________________
Loan #: _____________________________________________________
Contact Person: ______________________________________________

Due to the construction of the above-mentioned project, we are acquiring property from your mortgagor. It will be necessary to obtain a Partial Release from your company. The mortgagor is aware that some or all the proceeds from this transaction may be required to be applied to the principal balance of the mortgage. The mortgagor is also aware that we will be negotiating only with the mortgagor and that any checks for funds conveyed will be made to the property owner.

If no mortgage exists, write “NONE and sign below where indicated.”

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

By our signatures we are authorizing the Arkansas Department of Transportation to enter into the process necessary to obtain a Partial Release.

Property Owner / Mortgagor’s Signature: __________________________ Date: ____________

_________________________________________ Date: ____________
ARKANSAS DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DIVISION

CERTIFICATE OF TITLE

JOB NO.: 080508
JOB NAME: I-40 Hwy. 65 Intchng. Impvts. (Conway) (S) / Faulkner County

OWNER OF RECORD: State of Arkansas

GRANTEE: State of Arkansas
TYPE OF INSTRUMENT: Warranty Deed
RECORDED IN BOOK 141 PAGE 351
DATE OF INSTRUMENT: 10-17-57
DATE FILED: 10-18-57
CONSIDERATION: $10.00 & OGVC
REVENUE STAMPS: $33.00
GRANTORS: C. P. Moix and Elizabeth Moix, h/w
(Note: L/E McCracken Drive.)

SEE FOLLOWING PAGE(S) FOR CHAIN OF TITLE

MORTGAGES, JUDGMENTS AND ALL OTHER LIENS AFFECTING SAID LAND NOT RELEASED:
ADDITIONAL LIENS: N/A

NATURE OF LIEN: None

TAXES AND ASSESSMENTS FOR THE YEAR 2019 ARE IN THE NAME OF:
State of Arkansas
PARCEL NUMBER: 710-08181-005C
ASSESSED ACREAGE: .660C
TAXES FOR 2017 ARE: Exempt      TAXES FOR 2018 ARE: Exempt

CERTIFIED TO BE CORRECT (AS SHOWN OF RECORD) THIS 7th DAY OF March, 2019.

SETH HICKMAN, ABSTRACTER
ADMINISTRATIVE SECTION, RIGHT OF WAY DIVISION

TRACT NO. 2                CERTIFICATE NO. 10                PAGE NO. 1 OF 1
WARRANTY DEED
With Full Assurance of Power

KNOW ALL MEN BY THESE PRESENTS:

THAT we, C. P. Moix and Elizabeth Moix, his wife, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations to us paid by the State of Arkansas, do hereby grant, convey and convey unto the said State of Arkansas, and unto its successors and assigns forever, the following lands lying in the County of Faulkner and State of Arkansas, to wit:

A part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Thirty-One (31), more particularly described as follows: Beginning at the Southwest corner of said Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and run thence East Two and Twenty-Seven Hundredths (2.27) chains; thence North Thirteen and Forty-Ninth hundredths (13.49) chains to the North Line of the said highway, thence West Forty-Three Hundredths (43.00) chains to the point of beginning, containing Three (3) acres, more or less;

ALSO, the Southwest Quarter (SW 1/4) of the Northwest Quarter (NE 1/4) of Section Thirty-One (31), less and except the following described portion thereof, to wit: Beginning at the Northwest corner of said Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) and run thence West Seventeen and Seventy-Three Hundredths (17.73) chains; thence South One and Seventy-Hundredths (1.70) chains; thence East Seventeen and Seventy-Two Hundredths (17.72) chains; thence South One and Seventy-Hundredths (1.70) chains to the point of beginning, containing Three (3) acres, more or less;

ALSO, the Northeast Quarter (NE 1/4) of the South Quarter (SW 1/4) of Section Thirty-One (31), containing Eighty (80) acres, more or less; and all of said land being situated in Township Six (6), Range Eleven (11) West of the Fourth Principal Meridian, and containing in the aggregate One Hundred Twenty (120) acres, more or less.

TO HAVE AND TO HOLD the said lands unto the said State of Arkansas and unto its successors and assigns forever, with all appurtenances thereto belonging. And we hereby covenant with the said State of Arkansas that we will forever warrant and defend the title to said lands against all lawful claims whatsoever.

And I, Elizabeth Moix, wife of the said C. P. Moix, the grantor herein, do hereby join in this conveyance and for the consideration aforesaid convey and renounce all right of homestead in and to the said property; and for and in consideration of the said sum of money we hereby release and relinquish unto the said State of Arkansas all my right of dower in and to said lands.

WITNESS our hands and seals this 17th day of October, 1957.

C. P. Moix
(Seal)

Elizabeth Moix
(Seal)

U. S. Documentary Stamps: $33.00

County of Faulkner

ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting, C. P. Moix and Elizabeth Moix, to me well known as the grantors in the foregoing Deed, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me the said Elizabeth Moix, wife of the said C. P. Moix, in my absence, and in the presence of him said husband declared that she had of her own free will executed said Deed and signed and sealed the foregoing instrument of writing for said consideration and purposes therein mentioned and set forth, without compulsion or undue influence of her said husband.

WITNESS my hand and seal as such Notary Public this 17th day of October, 1957.

Robert W. Henry, Notary Public

STATE OF ARKANSAS

County of Faulkner

CERTIFICATE OF RECORD

I, Kendall Bryant, Circuit Clerk and Ex-Officio Recorder within and for the county and state aforesaid, do hereby certify that the aforesaid and foregoing instrument of writing was filed for record in my office on the 17th day of October, 1957, at 11:10 o'clock A.M., and the same is now duly recorded with acknowledgment and certificate thereon; in Deed Record Book 111, Page 351.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court, this the 17th day of October, 1957.

Kendall Bryant, Clerk
ARKANSAS DEPARTMENT OF TRANSPORTATION
COMPENSATION ESTIMATE

Arkansas Job Number: 080508  County: Faulkner Tract: 2, 2E-1
Location: I-40 HWY. 65 INTCHNG. IMPVTS. (CONWAY) (S)

Fee Owner: State of Arkansas
Address: 501 Woodlane, Suite 101N Little Rock, AR 72201
Phone: Wes Lacewell, Div of Building Authority Real Estate Services Administrator
       Wes.Lacewell@dfa.arkansas.gov

Area Of The Whole: 79,316±sf  Permanent Easement(s):
Area Of Remainder: 77,908±sf  Temporary Easement(s): 2E-1 504±sf
Area Of Acquisition: 1,408±sf

ACQUISITION COMPENSATION:

Fee Title: 1,408±sf @ $4.50 / sf          $6,350.00
Temporary Easement(S): 504± @ Rental Value  $475.00
Permanent Easement(S):                     $
Improvements Acquired:                     $

Subtotal: $6,825.00

Cost To Cure Items: Move pole and meter  $2,000.00

SIGNS:                                     $

Estimate of Total Compensation $8,825.00

PREPARED BY Nathan Broyles

ADMINISTRATIVE APPROVAL

Date: 4-30-19

DATE

COMMENTS: Staking was present at time of inspection however the right of way has moved and the sign is no longer in the proposed right of way. Due to the shape of the property the highest and best use of the property is assemblage. The cost to move the pole was provided by Lucky Electric out of Greenbrier. This property is leased to Coulson Properties Ltd Partnership.
DESCRIPTION: TCE INITIALS: NEB
DIRECTION: Facing South DATE: 4/11/2019

DESCRIPTION: Whole INITIALS: NEB
DIRECTION: Facing South DATE: 3/21/2019
JOB 080508
ROUTE 46 SECTION 22
ROUTE 65 SECTION 09
PALKNER COUNTY
IMPROVS. (CONWAY) (S)
I-40 HWY. 65 INLCHNG.
RIGHT OF WAY MAP
STATE HIGHWAY COMMISSION
STATE OF ARANAS
THIS IS A PARTIALLY CONTROLLED ACCESS FACILITIY.