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.

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

<u>STAFF PRESENT</u>: 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:

Executive Secretary

Mr. Darrell Pickney, Chair, Board of DDS



ARKANSAS DEPARTMENT OF TRANSPORTATION

ARDOT.gov | IDriveArkansas.com | Scott E. Bennett, P.E., Director

RIGHT OF WAY DIVISION

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261 | Phone: 501.569.2311 | Fax: 501.569.2018 | Toll Free: 877.569.0120

7	
Date	

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.

Page 2 State of Arkansas

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 TRACT FAP

080508 02

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 pn 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

\boxtimes	Uncontrolled Access
	Partially Controlled Access – Access break from Station to Station
	Fully Controlled Access
	Fully Controlled Access with a frontage road
	Maintenance Agreement

PREAUDITED AND ACCEPTED:	Property Manager to Negotiator
	By Date

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PAYMENT DUE	nes per per per per per per ton ton des per	<u>\$8,</u> 350.00
(Appraised value offered by the Conpaid after approval of title and execute	nmission for real estate, incl	uding damages, if any, to the remainder to
declare its intention to exercise this will execute and sign a General Warn stated "Payment Due" from the said	agreed that if within the tin 'Contract to Sell' including ranty Deed when presented be Commission, less any amou	reise the "Contract to Sell" at any time with ne above specified, the said Commission sha the right to purchase said land, the Grantor(by the Commission and receive payment of the ant that may be found due and payable to an on shall not be obligated further unless state
It is understood and agreed the will prepare the necessary documents conveying title to the Arkansas State 1	for closing and the Grantee	rue to the Grantor(s) as the Grantee's Attorne will pay the cost of recording all instrumen
Grantor(s) further agrees neith to Sell".	er to sell nor encumber the sa	aid real estate during the term of the "Contrac
The Arkansas State Highwa the purchase funds for the conveyar	y Commission is hereby au	ithorized and directed to make payment of
Dated th	isday of	
Signature	Signature	3
Signature	Signature	3
	ACKNOWLEDGMI	ENT
STATE OF)	SS	
COUNTY)		
and for the aforesaid County, on this da	y personally appearedvhose name(s) is subscribed	undersigned, a Notary Public, acting within to the foregoing instrument and stated to menerein mentioned and set forth.
WITNESS my hand and seal as	such Notary Public this	_day of, 20
MY COMMISSION EXPIRES:		NOTARY PUBLIC

JOB:

080508

TRACT:

CT: 2E-1

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-1situated 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 hereinabove set forth.

WITNESS my signa	ture of this	_day of	, 20
Signature	The state of the s	Signature	
	ACKNO	WLEDGMENT	
STATE OF)		
COUNTY) SS)		
BE IT REMEMBERE	D, that on this day c	ame before the undersig	ned, a Notary Public, acting within
and for the aforesaid County, o	on this day personally	appeared	
well known to me to be the pe	erson(s) whose name(s) is subscribed to the for	regoing instrument and stated to me
thatexecuted the sa			
WITNESS my hand an	d seal as such Notary	Publicday of	, 20
MY COMMISSION EXPIRES			NOTARY PUBLIC

MORTGAGE AUTHORIZATION

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

Job #:	Tract#:
Property Owner:	
Address:	·
Telephone #:	
Mortgage Company:	
Address:	
Telephone #:	
Loan #:	
Contact Person:	
e necessary to obtain a Partial oceeds from this transaction m	ove-mentioned project, we are acquiring property from your mortgagor. It will Release from your company. The mortgagor is aware that some or all the nay be required to be applied to the principal balance of the mortgage. The will be negotiating only with the mortgagor and that any checks for funds perty owner.
If no mor	tgage exists, write "NONE and sign below where indicated."
is form must be completed and	signed by the property owner, whether a mortgage exists or not.
our signatures we are authorizing the ease.	Arkansas Department of Transportation to enter into the process necessary to obtain a Partial
perty 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

(Pt NE SW, Sec. 31, T6N, R13W)

TYPE OF INSTRUMENT: Warranty Deed RECORDED IN BOOK 141 PAGE 351 DATE OF INSTRUMENT: 10-17-57

DATE OF INSTRUMENT: 10-17-57 CONSIDERATION: \$10.00 & OGVC DATE FILED: 10-18-57 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

TRACT NO. 2

PARCEL NUMBER: 710-08181-005C

ASSESSED ACREAGE: .660±

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

PAGE NO. 1 OF 1

CERTIFICATE NO. 10

WARRANTY DEED With Relinguishment of Dower

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 & No/100 Dollars (\$10.00) and other good and valuable considerations to us paid by the State of Arkansas, do hereby the following lands lying in the County of Faulkner and State of Arkansas, to-wit:

A part of the Northeast Cuerter (NE 1/4) of the Southwest Cuerter (SM 1/4) of Section Thirty-One (31), more particularly described as follows: Beginning at the Southwest corns of said Northeast Cuerter (NE 1/4) of the Southwest Cuerter (SM 1/4) and run thence Fast Two and Twenty-Seven/Hondredths (2:27) chains; thence North Thirtsen and Forty/Hundredths (13.40) chains to the South Line of the Fight of way of U. S. Highway No. 65; thence WestWardly along said Highway right-of-way to the Mest Line of said Northeast Cuerter (NE 1/4) of the Southwest Cuerter (SW 1/4); thence South Thirteen and Seventeen/Hundredths (13.17) chains to the point of beginning, containing Three (3) acres, more of less; ALSO, the Southeast Cuerter (SE 1/4) of the Southwest Cuerter (SW 1/4) of Section Thirty-One (31), less and except the following described portion thereof, to-wit: Beginning at the Northeast corner of said Southeast Cuerter (SE 1/4) of the Southwest Cuerter (SE 1/4) of the Southwest Cuerter (SE 1/4) and run thence West Seventeen and Seventy-three/-Hundredths (17.73) chains; thence South One and Seventy/Hundredths (1.70) chains; thence Fast Seventeen and Seventy/Hundredths (1.70) chains; thence Fast Seventeen and Seventy/Hundredths (1.70) chains; thence east seventeen and seventy-inresymmercuns (17,43) enains thence north One and Seventy/Mundredths (1.70) chains to the point of beginning, said exception containing Three (3) acres, more or less, and leaving Thirty-Seven (37) acres, more or less, in the tract herein conveyed; ALSO, the West One-Half (W 1/2) of the Southeast Quarter (SE 1/4) of Section Thirty-One (31), containing Eighty (80) acres, more or less; and all of said lands being saturated in Township Six (6) North of the Base Line in Range Thirteen (13) West of the Fifth Principal Peridian, and containing in the accreate One Bundred Decay (120) cases. Note on less: and containing in the aggregate One Hundred Twenty (120) acres, More or less;

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

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 rendunce all right of homestead in and to the said property; and for and in consideration of the said sum of money so 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 Uctober, 1957.

U. S. Documentary Stamps: \$ 33.00

C. P. Moix Elizabeth Hoix

(Seal) (Seal.)

STATE OF ARKANSAS:

)ss. 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 G. P. Moix, to me well known, and in the absence of her said husband declared that she had of her own free will executed said Deed and signed and sealed the relinquistment of dower and homestead in the foregoing Deed, for the consideration and purposes therein mentioned and set forth, without compulsion of undue influence of her said husband.

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

My commission expires: June 11, 1961.

Robert W. Henry,

Notary Public

STATE OF ARKANSAS

County of Faulkner)

CERTIFICATE OF RECORD

I, Wendell Bryant, Circuit Clerk and Ex-Officio Recorder Within and for the county and state aforesaid, do hereby certify that the annexed and foregoing instrument of writing was filed for record in my office on the 17th day of October, 1957, at 11:10 5 clock A.M., and the same is now duly recorded with acknowledgment and certificate thereon, in Deed Record Book 141, Page 351.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said court, this the 18th day of October, 1957.

Wendell Bryant, Clerk

De Leccon. 5. Magaica D.c. 35

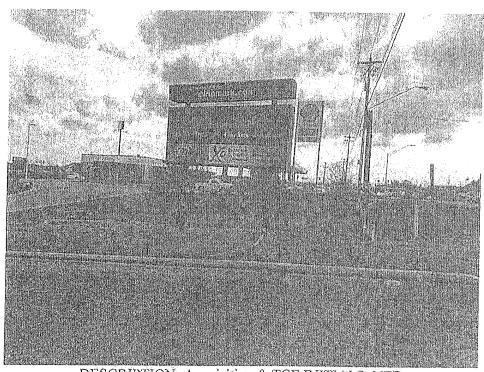
ARKANSAS DEPARTMENT OF TRANSPORTATION COMPENSATION ESTIMATE

Arkansas Job Number: 080508 County: Faulkner Tract: Location: I-40 HWY. 65 INTCHNG. IMPVTS. (CONV	2, 2E VAY) (7-1 S)
Fee Owner: State of Arkansas Address: 501 Woodlane, Suite 101N Little Rock, AR 72201 Phone: Wes Lacewell, Div of Building Authority Real Estate Serv Wes.Lacewell@dfa.arkansas.gov	ices Ad	ministrator
Area Of The Whole: 79,316±sf Permanent Easement(s): Area Of Remainder: 77,908±sf Temporary Easement(s): 2E-1. Area Of Acquisition: 1,408±sf	504±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 SOLUMN ADMINISTRAT	IVE AP	PROVAL
Date: 4-30-19 Date: 4/30/19		

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.



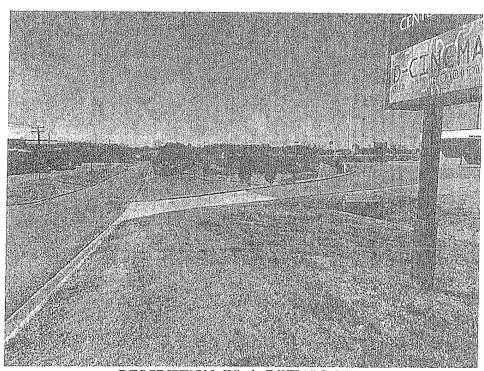
DESCRIPTION: Acquisition INITIALS: NEB DIRECTION: Facing East DATE: 4/11/2019



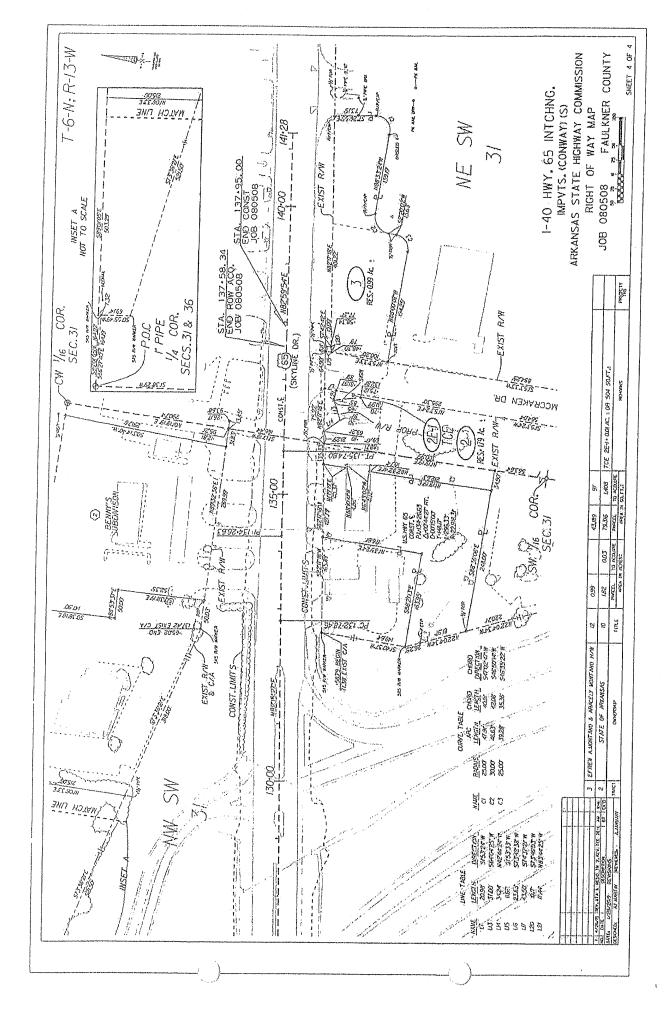
DESCRIPTION: <u>Acquisition & TCE</u> INITIALS: NEB DIRECTION: <u>Facing</u> West DATE: 4/11/2019



DESCRIPTION: <u>TCE</u> INITIALS: NEB DIRECTION: <u>Facing</u> South DATE: 4/11/2019



DESCRIPTION: Whole INITIALS: NEB
DIRECTION: Facing South DATE: 3/21/2019



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