

**ORDINANCE NO. 23 OF 2024**

**AN ORDINANCE AUTHORIZING THE ACQUISITION OF CERTAIN LANDS BY EMINENT DOMAIN OWNED BY RJ PROPERTIES, LLC., FOR THE CONGO ROAD AND SHENANDOAH ROAD INTERSECTION IMPROVEMENTS; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to acquire by exercising of the power of eminent domain certain easements that are necessary for the completion of the Congo Road and Shenandoah Road Intersection Improvements ("Project"); and

**WHEREAS**, the purpose of the Project is to construct a new intersection design at Congo Road and Shenandoah Road, which requires the relocation of utilities and drainage; and

**WHEREAS**, after diligent effort to contact and negotiate with the owner, RJ Properties, LLC., no agreement has been reached, and obtaining the subject easements is necessary to continue with the Project; and

**WHEREAS**, the City Council wishes to authorize and approve the acquisition of the easements to allow for the completion of the Project.

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

**SECTION 1:** The City Council should, and does hereby, authorize and direct that the City acquire by exercise of the power of eminent domain the property necessary for the completion of the Project from the owner of and over and upon the lands described as follows:

RJ Properties, LLC  
Parcel #805-14158-001  
Benton, AR 72019

**SECTION 2:** Said proposed permanent utility easements consist of approximately .55 acre or 23,766.40 SF and is described in the attached Exhibit "1".

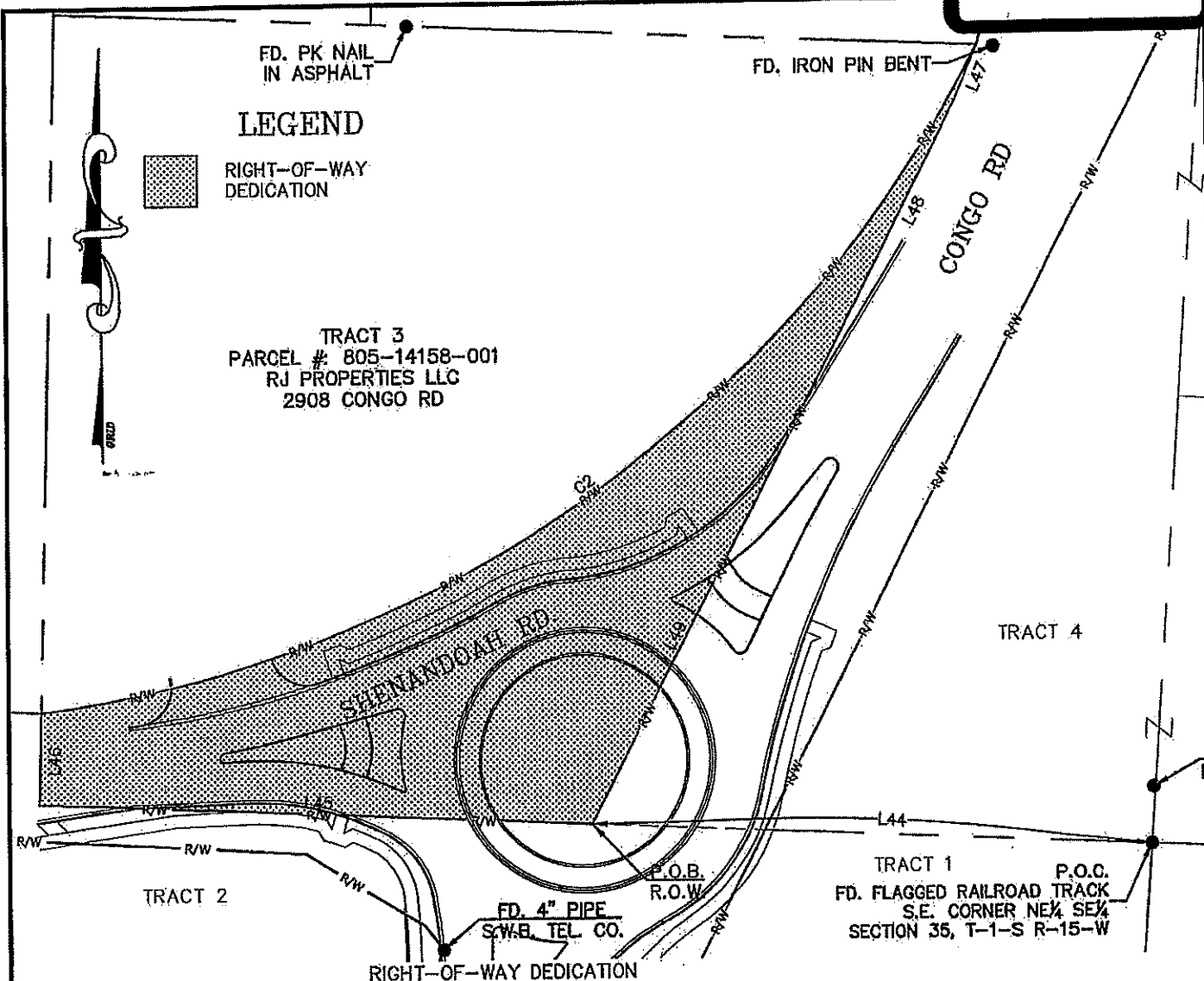
**SECTION 3:** The City shall pay for the taking of the easements such sums as may be determined by the courts to be the fair market value of the interests in the lands taken by the City pursuant to this Ordinance, and shall further pay such court filing fees, service costs, appraisal fees, and related costs as may be necessary for the accomplishment of the purposes of this Ordinance.

**SECTION 4:** The Mayor and City Attorney are authorized and directed to take such actions as may be necessary or convenient to accomplish the purposes of this Ordinance.

**PASSED and APPROVED** this \_\_\_\_ day of April 2024.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

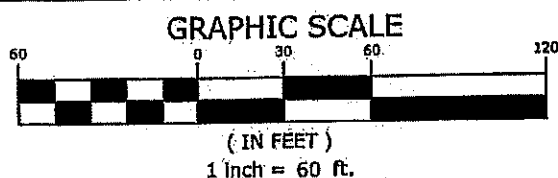


A RIGHT-OF-WAY DEDICATION LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID CORNER BEING MARKED BY A FOUND RAILROAD SPIKE, THENCE ALONG THE SOUTH BOUNDARY THEREOF N87°20'18"W 220.36' TO THE POINT OF BEGINNING; THENCE CONTINUING N87°20'18"W 218.34'; THENCE N01°28'57"E 35.92'; THENCE 470.60' ON A CURVE TO THE LEFT HAVING A RADIUS OF 491.33' AND A CHORD OF N55°23'42"E 452.81'; THENCE S23°28'05"W 23.09'; THENCE S27°32'07"W 92.22'; THENCE S27°22'41"W 225.51' TO THE POINT OF BEGINNING CONTAINING 0.55 ACRE (23,766.40 SQUARE FEET) MORE OR LESS.

RIGHT-OF-WAY DEDICATION		
Line Table		
Line #	Direction	Length
L44	N87°20'18"W	220.36'
L45	N87°20'18"W	218.34'
L46	N1°28'57"E	35.92'
L47	S23°28'05"W	23.09'
L48	S27°32'07"W	92.22'
L49	S27°22'41"W	225.51'

Curve Table				
Curve #	Chord Direction	Chord Length	Length	Radius
C2	N55°23'42"E	452.81'	470.60'	491.33'



**MCE** McCLELLAND  
CONSULTING  
ENGINEERS, INC.

1180 E. Second Street Fayetteville, Ar. 72701 P.O. Box 415 2177  
7102 Kaskas Road Little Rock, Ar. 72204 P.O. Box 111111 0172  
4604 S. Central Rd. Suite 401 Tulsa, Ok. 74146 P.O. Box 918,619 6803

<http://www.mce.us.com>

RIGHT-OF-WAY  
DEDICATION

RJ PROPERTIES LLC  
BENTON, ARKANSAS

APPROVED	DRAWN BY	DATE	SHEET NO.
	JDM	10/19/22	1
SCALE	JOB NO.	FIELD BOOK	
1" = 60'	21-5829		

**ORDINANCE NO. 24 OF 2024**

**AN ORDINANCE TO APPROVE AND ADOPT A VISION ZERO POLICY  
IN THE CITY OF BENTON; AND FOR OTHER PURPOSES**

**WHEREAS**, The City of Benton, Arkansas, is a member of Metroplan; and

**WHEREAS**, on August 31, 2022, the Metroplan Board of Directors approved Resolution 22-15 authorizing the submittal of an application to the US DOT for a FY2022 Safe Streets and Roads for All (SS4A) Discretionary Grant to prepare a Regional Safety Action Plan; and

**WHEREAS**, the proposed Regional Safety Action Plan was developed through consultation with expert stakeholders, the SS4A Safety Action Plan Advisory Committee (SAPAC), and public outreach across central Arkansas; and

**WHEREAS**, roadway crashes are one of the leading causes of death in the United States 1; and

**WHEREAS**, the life and health of all persons living and traveling within the City is of utmost priority, and no one should die or be seriously injured while traveling on City roadways; and

**WHEREAS**, Vision Zero supports a paradigm shift toward making roadways safer for all people by prioritizing the safety of those most at risk of death and serious injury; and

**WHEREAS**, making roadways safer for all people using all modes of transportation will encourage people to travel on foot, by bicycle, and by public transit, which supports a healthier, more active lifestyle and reduces environmental pollution; and

**WHEREAS**, the Metroplan Board of Directors adopted the Central Arkansas Regional Safety Action Plan on April 24, 2024, which includes a Vision Zero policy of reducing fatalities and serious injuries on central Arkansas roadways by 40 percent by 2040 while working toward the goal of eliminating both fatalities and serious injuries within central Arkansas.

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

**SECTION 1:** The City adopts the central Arkansas Regional Safety Action Plan attached hereto as Exhibit "1" and makes it part of this Ordinance, effective immediately.

**SECTION 2:** The City adopts a Vision Zero Policy, which includes reducing traffic deaths and serious injuries by 40 percent by 2040 while working toward the goal of eliminating all traffic deaths and serious injuries within the City.

**SECTION 3:** Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

**SECTION 4:** Repeal of Conflicting Legislation: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

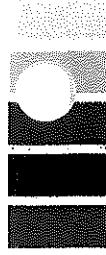
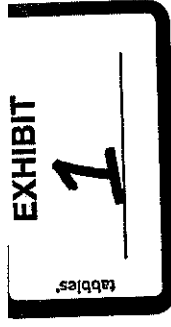
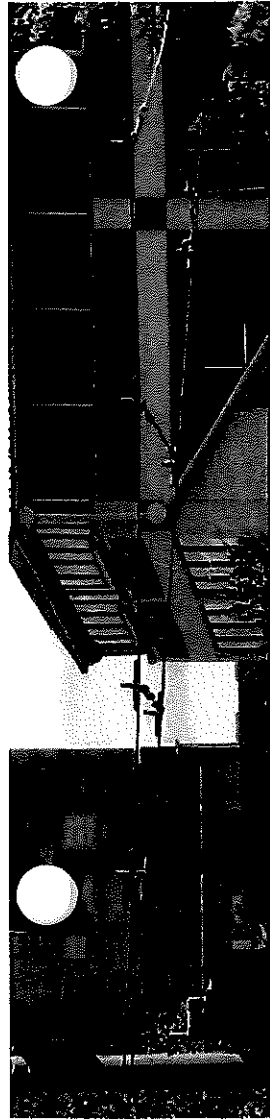
**PASSED AND APPROVED** this \_\_\_\_ day of April 2024.

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Tom Farmer, Mayor

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Cindy Stracener, City Clerk



# CENTRAL ARKANSAS SAFETY ACTION PLAN

Draft March 2024

*This is a large attachment.  
Please email today.hirschneider  
@centonar.org for a copy.*



METROPLAN



**RESOLUTION NO. 53 OF 2024**

**A RESOLUTION AUTHORIZING CONTRACT WITH BRYANT  
SCHOOL DISTRICT NO. 25; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to enter into an agreement with Bryant School District No. 25 through which the school district transfers the ownership of the lights to the City in exchange for maintenance of those lights.

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

**SECTION 1:** The Mayor is hereby authorized to enter into an Agreement for Transfer of Property in Exchange for Adequate Consideration, which is attached hereto as Exhibit "1".

**PASSED AND APPROVED** this the \_\_\_\_ day of April 2024.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



AGREEMENT FOR TRANSFER OF PROPERTY IN EXCHANGE  
FOR ADEQUATE CONSIDERATION

This Agreement for the Transfer of Property in Exchange for Adequate Consideration is made on \_\_\_\_\_ thisday of January, 2024, by and between Bryant School District No. 25 (hereinafter "District"), and Arkansas public school district, and the City of Benton, Arkansas (hereinafter "City"), a city located in Saline County, Arkansas, referred to collectively as "Parties."

WHEREAS, the District owns certain property, to wit:

- Two school zone caution lights installed in 2007, one caution light is northbound on Alcoa Road on the east side of the roundabout near Hurricane Creek Elementary in Benton, Arkansas (34.589059, -92.534692), and the second caution light is southbound on Alcoa Road on the west side of the roundabout near Hurricane Creek Elementary in Benton, Arkansas (34.519236, -92.534963), together with the following consumables: (a) [timer; (b) bulbs; (c) battery; and (d) (hereinafter "Property"); and

WHEREAS, the Property is located within the boundaries of the City; and

WHEREAS, the District wishes to transfer the Property to the City in exchange for adequate consideration in the form of the City's agreement to provide maintenance and upkeep of the Property; and

WHEREAS, the City agrees to provide adequate consideration for the Property in the form of maintenance and upkeep of the Property.

In consideration of the foregoing good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the City agree as follows:

1. Transfer of Property: The District agrees to transfer the Property to the City. This transfer shall be binding on the Parties' officers, directors, partners, and successors in interest.
2. Term: The term of this transfer of the Property shall be for so long as the City provides maintenance and upkeep of the Property.
3. Consideration: The District transfers the Property to the City in exchange for the City's agreement to provide maintenance and upkeep for the Property.

By:

\_\_\_\_\_

\_\_\_\_\_  
Bryant School District No.  
25 (District) By: City of  
Benton (City)

ACKNOWLEDGMENT

State of Arkansas



County of Saline

On this the \_\_\_\_\_ day of 20 before me, the undersigned notary, personally appeared known to me (or satisfactorily proven) to \_\_\_\_\_ be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**RESOLUTION NO. 54 OF 2024**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH OAK GROVE MISSIONARY BAPTIST CHURCH FOR THE PURCHASE OF CERTAIN REAL PROPERTY TO BE USED FOR THE CONGO/SHENANDOAH ROUNDABOUT; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, has determined it is in the best interest of the City to acquire additional property for the construction of the Congo/Shenandoah roundabout; and

**WHEREAS**, the City wishes to enter into an agreement with Oak Grove Missionary Baptist Church for the purchase of certain real property needed for the construction of the Congo/Shenandoah roundabout.

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

**SECTION 1:** The Mayor and City Clerk are hereby authorized to execute, on behalf of the City, an agreement with Oak Grove Missionary Baptist Church and to execute such other documents as may be necessary or convenient to accomplish the purpose of this resolution. The purchase price shall be \$40,000 (\$10,000 each for four easements) for .234 acres of land. The contract shall be approved by the City Attorney before execution. The funds necessary to pay in accordance with the contract terms are hereby deemed appropriated.

**PASSED AND APPROVED** this \_\_\_\_\_ day of April 2024.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



JOB NAME: Congo Rd./Shenandoah Rd. Roundabout (Benton) (S)

JOB NO. 061717  
TRACT NO. UTE 4E-1

**CONTRACT TO SELL**  
**UTILITY EASEMENT**

IN CONSIDERATION of the sum of ~~Five Hundred~~ Ten Thousand Dollars (\$ ~~500.00~~ \$500.00 + \$9,500.00 Administrative Adjustment = \$10,000.00) and of the benefits that will inure to the parties hereto and the public, the undersigned does hereby give and grant to the City of Benton upon the terms and conditions hereinafter stated, the right to purchase an exclusive and permanent right of way and easement for highway purposes on Job No. 061717 across, through and over the following lands situated in the County of Saline, State of Arkansas:

**PERMANENT UTILITY EASEMENT**

A PERMANENT UTILITY EASEMENT LOCATED IN NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID CORNER BEING MARKED BY A FOUND PIECE OF RAILROAD TRACK, THENCE ALONG THE SOUTH LINE THEREOF N87°20'18"W 130.96' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE N87°20'18"W 10.56' TO A POINT; THENCE N7°53'19"E 30.02' TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY OF CONGO ROAD; THENCE ALONG SAID EXISTING EAST RIGHT-OF-WAY, N27°16'19"E 199.13'; THENCE LEAVING SAID EXISTING EAST RIGHT-OF-WAY S59°48'33"E 10.08' TO A POINT; THENCE S26°59'46"W 196.59' TO A POINT; THENCE S9°01'12"W 27.32' TO THE POINT OF BEGINNING CONTAINING 0.05 ACRES (2,394.72 SQUARE FEET) MORE OR LESS.

Together with the rights, easements and privileges in or to said lands which may be required for the full enjoyment of the right herein granted, said highway purposes being the relocation and maintenance of utilities by the City of Benton in connection with Job 061717.

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator  
By \_\_\_\_\_ Date \_\_\_\_\_

JOB  
TRACT

061717  
TCE 4E-1

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Oak Grove Baptist Church for and in consideration of ~~Five Hundred Ten~~ Thousand Dollars (~~\$500.00~~ \$500.00 + \$9,500.00 Administrative Adjustment = \$10,000.00) and other valuable considerations, cash in hand paid by the City of Benton, the receipt of which is hereby acknowledged, do hereby give and grant to the City of Benton, its successors and assigns an exclusive temporary right of way and temporary easement for the sole purposes necessary for highway construction, Arkansas State Highway Commission Job 061717 and associated projects, together with free ingress and egress to, across, through and over the following lands situated in the County of Saline, State of Arkansas.

### TEMPORARY CONSTRUCTION EASEMENT

A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID CORNER BEING MARKED BY A FOUND PIECE OF RAILROAD TRACK, THENCE ALONG THE SOUTH LINE THEREOF N87°20'18"W 42.28' TO THE POINT OF BEGINNING; THENCE LEAVING SAID SOUTH LINE N81°12'30"W 88.14' TO A POINT; THENCE N9°01'12"E 17.85' TO A POINT; THENCE N26°59'46"E 196.59' TO A POINT; THENCE S59°48'33"E 17.35' TO A POINT; THENCE S23°35'25"W 164.32' TO A POINT; THENCE S79°12'24"E 51.62' TO A POINT; THENCE S7°27'25"W 37.61' TO THE POINT OF BEGINNING CONTAINING 0.16 ACRES (7,101.32 SQUARE FEET) MORE OR LESS.

This temporary easement as conditioned above shall terminate when Arkansas State Highway Commission Job 061717 and associated projects have been completed by the contractors and accepted by the City of Benton.

TO HAVE AND TO HOLD the same unto the said City of Benton and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature of this      day of      , 2012 .

\_\_\_\_\_(SIGNATURE)

\_\_\_\_\_(SIGNATURE)

JOB NAME: Congo Rd./Shenandoah Rd. Roundabout (Benton) (S)

JOB NO. 061717  
TRACT NO. PDE 4E-1

**CONTRACT TO SELL**  
**DRAINAGE EASEMENT**

IN CONSIDERATION of the sum of ~~Five Hundred~~ Ten Thousand Dollars (\$ ~~500.00~~ \$500.00 + \$9,500.00 Administrative Adjustment = \$10,000.00) and of the benefits that will inure to the parties hereto and the public, the undersigned does hereby give and grant to the City of Benton upon the terms and conditions hereinafter stated, the right to purchase an exclusive and permanent right of way and easement for highway purposes on Job No. 061717 across, through and over the following lands situated in the County of Saline, State of Arkansas:

PERMANENT DRAINAGE EASEMENT

A PERMANENT DRAINAGE EASEMENT LOCATED IN NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID CORNER BEING MARKED BY A FOUND PIECE OF RAILROAD TRACK, THENCE ALONG THE SOUTH LINE THEREOF N87°20'18"W 42.28' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE N87°20'18"W 99.25' TO A POINT; THENCE LEAVING SAID SOUTH LINE N7°49'00"E 10.60' TO A POINT; THENCE S81°12'30"E 98.86' TO THE POINT OF BEGINNING CONTAINING 0.01 ACRES (523.92 SQUARE FEET) MORE OR LESS.

Together with the rights, easements and privileges in or to said lands which may be required for the full enjoyment of the right herein granted, said highway purposes being the construction and maintenance of a drainage ditch by the City of Benton in connection with Job 061717.

PREAUDITED AND ACCEPTED:

Property Manager to Negotiator  
By \_\_\_\_\_ Date \_\_\_\_\_

JOB NAME: Congo Rd./Shenandoah Rd. Roundabout (Benton) (S) JOB  
TRACT

061717  
4

**CONTRACT TO SELL**  
**REAL ESTATE FOR HIGHWAY PURPOSES**

Grantor: Oak Grove Baptist Church  
Address: P.O. Box 691

Grantee: City of Benton

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby give and grant to the City of Benton 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 Saline, State of Arkansas, to wit:

**LEGAL DESCRIPTION**

LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35,  
TOWNSHIP 1 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS BEING MORE  
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE  
SOUTHEAST QUARTER, SAID CORNER BEING MARKED BY A FOUND RAILROAD SPIKE,  
THENCE ALONG THE SOUTH BOUNDARY THEREOF N87°20'18"W 141.52' TO THE POINT OF  
BEGINNING; THENCE CONTINUING N87°20'18"W 10.96' TO A POINT ON THE EXISTING EAST  
RIGHT-OF-WAY LINE OF CONGO ROAD; THENCE ALONG SAID EXISTING RIGHT-OF-WAY LINE,  
N27°16'19"E 32.88'; THENCE LEAVING SAID EXISTING RIGHT EAST RIGHT-OF-WAY LINE  
S07°53'19"W 30.02' TO THE POINT OF BEGINNING CONTAINING 0.004 ACRE (163.80 SQUARE FEET)  
MORE OR LESS.

- ☒ 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 \_\_\_\_\_

\$500.00 + \$9,500.00 Administrative adjustment = \$10,000.00

**PAYMENT DUE** ----- ~~\$500.00~~

(Appraised value offered by the City of Benton 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 City of Benton 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 City of Benton 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 City of Benton and receive payment of the stated "Payment Due" from the said City of Benton, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said City of Benton 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 City of Benton.

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

The City of Benton 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

#### A C K N O W L E D G M E N T

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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
MY COMMISSION EXPIRES:

\_\_\_\_\_  
NOTARY PUBLIC

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____  <input type="checkbox"/> Other (see instructions) ► _____  <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## 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: \_\_\_\_\_

\$500.00 + \$9,500.00 Administrative adjustment = \$10,000.00

**PAYMENT DUE** \_\_\_\_\_ ~~\$500.00~~

(Appraised value offered by the City of Benton 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 City of Benton 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 City of Benton 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 City of Benton and receive payment of the stated "Payment Due" from the said City of Benton, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said City of Benton 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 City of Benton.

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

The City of Benton 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

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