



Board of Trustees Meeting

Arkansas State University System
Friday, December 12, 2025, at 10:00 AM
ASU System Office

Agenda

I. Call to Order

II. Approval of the Minutes of the Past Meetings: September 12, 2025

III. President's Report

IV. Agenda

A. Proposed ASU System Resolutions

- 1. Resolution #25-43 approving the ASU System to establish a Relations with Foreign Adversaries Policy**
- 2. Resolution #25-44 approving the ASU System to proceed with the construction of the Indoor Baseball Development and Training Center at A-State**
- 3. Resolution #25-45 approving the ASU System to proceed with renovation of Kays Hall at A-State**
- 4. Resolution #25-46 approving the ASU System to borrow a sum of money sufficient to proceed with the construction of Equine Barn, Bovine Barn, and for the replacement the Dean B. Ellis Library Chiller at A-State**
- 5. Resolution #25-47 approving the ASU System to begin the process of issuing housing revenue bonds to finance capital improvements on the A-State campus**

B. Proposed Arkansas State University (A-State) Resolutions

- 1. Resolution #25-48 approving A-State to remove the allocation restriction of the existing \$10 per-credit-hour Technology Fee**
- 2. Resolution #25-49 approving A-State to grant a Temporary Construction Easement to the City of Jonesboro, Arkansas, for constructing and maintaining improvements on the pedestrian and bicycle infrastructure of Lot 1 of the University Trailer Park**
- 3. Resolution #25-50 approving A-State to grant a Temporary Easement to the City of Jonesboro, Arkansas, for constructing and maintaining improvements to pedestrian and bicycle infrastructure for sections of Lot 72 of the University Trailer Park**

4. Resolution #25-51 approving A-State to grant a Permanent Right-of-Way Easement to the City of Jonesboro, Arkansas, for constructing and maintaining improvements to pedestrian and bicycle infrastructure for sections of Lot 1 of the University Trailer Park

5. Resolution #25-52 approving A-State to grant a Temporary Construction Easement to the City of Jonesboro, Arkansas, to facilitate public infrastructure improvements along Johnson Avenue, adjacent to A-State

C. Proposed ASU-Mountain Home Resolution

1. Resolution #25-53 approving ASU-Mountain Home to grant a Utility Easement to the City of Mountain Home, Arkansas, to construct and maintain utility lines and necessary appurtenances upon part of a lot at the Intersection of Fuller and Terrington Street

D. Proposed ASU Three Rivers Resolution

1. Resolution #25-54 approving ASU Three Rivers to offer eight new Certificates of Proficiency

E. Proposed Henderson State Resolution

1. Resolution #25-55 approving Henderson State to grant a Permanent Right-of-Way Easement - Feaster Trail

V. Executive Session

VI. Approval of Personnel Actions

VII. Other Business

A. Election of Officers

VIII. Adjournment

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System requests approval to establish a Relations with Foreign Adversaries Policy, pursuant to the Research and Education Act of 2025.

ISSUE: The Board of Trustees must approve all System policies.

BACKGROUND:

- To ensure the protection of the Arkansas State University System institutions' research and educational systems from the malign influence of foreign adversaries, and in compliance with the Research and Education Act of 2025, the System seeks to establish this Policy to provide guidance for the Board and System institutions when conducting certain activities with foreign adversaries, as defined by law.
- The policy includes:
 - The process for disclosing and seeking approval for receiving gifts equal to or greater than two hundred fifty thousand dollars (\$250,000) from a foreign adversary;
 - The process for disclosing and seeking approval to enter into contracts with a value equal to or greater than two hundred fifty thousand dollars (\$250,000) from a foreign adversary;
 - The process for disclosing and seeking approval to participate in a cultural exchange agreement with a foreign adversary;
 - The process for disclosing and seeking approval to enter into new or renew partnerships with a foreign instrumentality;
 - A prohibition on utilizing or contracting with entities domiciled in, or controlled or owned by companies or other entities domiciled in foreign adversary countries, and the requirement for institutions to conduct review of contractors for compliance with this policy prior to entering into relevant contracts.
- A copy of the proposed policy is attached.

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

RECOMMENDATION/RESOLUTION:

Be it resolved that the Arkansas State University System is approved to establish the Relations with Foreign Adversaries Policy, effective immediately.

Paul Rowton, Secretary

Steve Eddington, Chair



Policy on Relations with Foreign Adversaries	
Policy Section: [To Be Assigned] Policy Number: [To Be Assigned]	Effective Date: XX/XX/XXXX

1. Policy Statement

The Arkansas State University System (the “System”) Board of Trustees (the “Board”) seeks to establish a formal policy governing the occurrence of a System institution being offered any gift, offered or proposed to enter into a future contract, requested to participate in certain cultural exchange agreements, or contract with companies or other entities that host or operate software or software platforms, with a foreign adversary.

2. Definitions

- a. “Affiliate organization” means an entity under the control of or established for the benefit of an organization addressed herein including a foreign adversary.
- b. “Agreement” means a written or spoken statement of mutual interest in a cultural exchange agreement or an academic or a research collaboration with a foreign adversary or an affiliate organization of a foreign adversary.
- c. “Contract” means an agreement for the acquisition by purchase, lease, or barter of property or services for the direct benefit or use of either of the contracting parties.
- d. “Cultural Exchange Agreement” means an agreement between a foreign adversary and an institution of higher education that aims to promote cultural or intellectual relations.
- e. “Foreign Adversary” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Bolivarian Republic of Venezuela, the Syrian Arab Republic, and a foreign terrorist organization as designated by the United States Secretary of State in accordance with federal law.
- f. “Foreign instrumentality” means an agency, bureau, ministry, component, institution,

association, or any other legal, commercial, or business organization, corporation, firm, or entity that is substantially owned, controlled, sponsored, commanded, managed, or dominated by a foreign government as defined in Ark. Code Ann. § 6-60-1602.

- g. “Gift” means a gift, an endowment, an award, a donation of money or property of any kind, any combination of the listed items, including a conditional or unconditional pledge of any the listed items.
- h. “Institution” means an institution of higher education within the Arkansas State University System.
- i. “Partnerships” means a faculty or student exchange program, study abroad program, matriculation program, recruiting program, or dual degree program.
- j. “Research” means a scientific investigation or development that involves technologies, designs, or technical data considered sensitive enough to potentially impact national security and therefore requires strict controls on export or transfer to foreign entities.

3. Gifts

- a. If an institution is offered a direct or indirect gift that is equal to or greater than two hundred fifty thousand dollars (\$250,000) from a foreign adversary or an intermediary or affiliate organization of a foreign adversary, the institution shall disclose the proposed gift to the Board prior to accepting or agreeing to accept the gift.
- b. In consultation with the System General Counsel’s office, the disclosure shall comply with Ark. Code Ann. §6-60-1605 and any other applicable law.
- c. Within thirty (30) days of receiving the disclosure, the Board will issue a final decision on whether and under what conditions the institution may receive the gift, which will be conferred by a formal Board resolution. The Board will reject a gift from a foreign adversary unless there is an overwhelming state or national interest in accepting the gift.

4. Contracts

- a. If an institution is offered or proposes a direct or indirect contract with a value equal to or greater than two hundred fifty thousand dollars (\$250,000) from or with a foreign adversary or an intermediary or affiliate organization of a foreign adversary, the institution shall disclose the proposed contract to the Board prior to entering into the contract.

- b. In consultation with the System General Counsel's office, the disclosure shall comply with Ark. Code Ann. §6-60-1607 and any other applicable law.
- c. In consultation with the System General Counsel's office, the disclosure shall comply with Ark. Code Ann. §6-60-1607 and any other applicable law.
- d. Within thirty (30) days of receiving the disclosure, the Board will issue a final decision on whether and under what conditions the institution may enter into the contract, which will be conferred by a formal Board resolution. The Board will reject a contract with a foreign adversary unless there is an overwhelming state or national interest in accepting or entering the contract.

5. Cultural Exchange Agreements

- a. An institution shall not participate in a cultural exchange agreement with a foreign adversary or entity controlled by a foreign adversary unless the institution shows the cultural exchange agreement addresses an overwhelmingly underaddressed state or national need, avoids constraining the freedom of contract of the public entity, avoids allowing the curricula or values of the program in the state to be directed, controlled, or influenced by the foreign adversary, and avoids promoting an agenda detrimental to the safety or security of the state, residents of the state, and the United States.
- b. Prior to the execution of a cultural exchange agreement with a foreign adversary, the substance of the cultural exchange agreement must be shared with the Department of Inspector General, who will assess whether the cultural exchange agreement is detrimental to the safety or security of the state, the United States, or residents of the state, in which case the institution may not enter into the cultural exchange agreement.
- c. In consultation with the System General Counsel's office, the institution shall submit the disclosure referenced above in Section 5 (B), which shall comply with Ark. Code Ann. §6-60-1609 and any other applicable law.

6. Research Partnerships

- a. An institution shall only enter into a new partnership or renew an existing partnership with a foreign instrumentality if the institution maintains sufficient structural safeguards to protect the intellectual property of the institution.
- b. Prior to entering into a new partnership or renew an existing partnership with a foreign instrumentality, in consultation with the System General Counsel's office, the institution shall submit a disclosure to the Board which shall comply with Ark. Code Ann. §6-60-1612 and any other applicable law.

- c. The Board will notify the institution if the Board determines the partnership meets the safeguards required by Ark. Code Ann. §6-60-1612.

7. Foreign Adversary Software

- a. Institutions are prohibited from utilizing or contracting with entities domiciled in, controlled or owned by companies or other entities domiciled in foreign adversary countries that host, operate, or own software or software programs.
- b. Prior to contracting for software and software platforms, an institution shall conduct a review of any selected contractor to ensure compliance with Ark. Code Ann. §6-60-1615.

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System (System) requests approval to proceed with the construction of the Indoor Baseball Development and Training Center at Arkansas State University (A-State)

ISSUE: The Board of Trustees must approve all capital projects.

BACKGROUND:

- The 40,000 square-foot Indoor Baseball Development and Training Center at A-State will house a full-turf infield, three batting cages, three pitching tunnels, a weight room, multi-purpose meeting spaces, offices for coaching and support staff, and opportunities for premium seating.
- The capital project will be financed through Foundation or other private monies, using a construction loan of \$5,000,000, obtained through the Red Wolves Foundation in partnership with Centennial Bank. The university is pursuing private support, in order to lessen the overall necessary financing.
- A copy of the Indoor Baseball Development and Training Center is attached.

RECOMMENDATION/RESOLUTION:

Be it resolved that the Arkansas State University System is approved to proceed with the construction of the Indoor Baseball Development and Training Center at Arkansas State University.

Paul Rowton, Secretary

Steve Eddington, Chair

ASU System

Capital Project Proposal Form

In accordance with Board policy, the term "capital project" means a new construction, renovation, or remodeling project with a projected cost exceeding \$1,000,000. Campus officials shall complete a Capital Project proposal form and submit it to the President for review and recommendations. The President will submit Capital Project proposals to the Board of Trustees for approval. Forms should be submitted electronically to the System Vice President for Finance.

Institution	Arkansas State University	Date	12/12/25
Project Name	Indoor Baseball Development and Training Center		

Project Description (in detail)

Arkansas State University requests approval to proceed with construction and financing for an Indoor Baseball Development and Training Center. This 40,000 square-foot facility will house a full-turf infield, three batting cages, three pitching tunnels, a weight room, multi-purpose meeting spaces, coaching- and support- staff offices, and opportunities for premium seating. Construction costs will be funded through donor cash contributions or offset by in-kind contributions that would lessen the necessary financing.

Estimated Date of Commencement	01/01/26
Estimated Date of Completion	12/31/26
Total Project Cost Estimate	\$5,000,000

Please provide the detail of cost estimate below:

	Estimated Project Cost
Construction (include cost of built-in equipment)	\$ 5,000,000
Architect/Engineer Fees	-
Contingencies (not to exceed 10% of Construction and A&E)	-
Land Purchases	-
Movable Equipment and Furniture	-
Total Cost of Project	\$ 5,000,000

Please provide details of planned sources of funding:

	Amount	Percentage
General Improvement	-	0.0%
Institutional Reserves	-	0.0%
Institutional Operating Funds	-	0.0%
Federal Grant Funds	-	0.0%
Special Revenue Funds	-	0.0%
Foundation or Other Private Monies	\$ 5,000,000.00	100.0%
Loan Proceeds (if approved)	-	0.0%
Total Proposed Funding	\$ 5,000,000	100.0%

Notes

This project will be financed through the Red Wolves Foundation (RWF), in partnership with Centennial Bank. The annual RWF commitment to the university shall be a loan repayment contingency.

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System (System) requests approval to proceed with the renovation of Kays Hall at Arkansas State University (A-State).

ISSUE: The Board of Trustees must approve all capital projects.

BACKGROUND:

- This project will include the acquisition, construction, furnishing, and equipping of improvements to Kays Hall.
- The capital project will be financed through proceeds of \$13,691,729, obtained from bonds and other financing sources, and from institutional reserves of \$2,500,000.
- A copy of the Renovation of the Kays Hall Capital Project Form is attached.

RECOMMENDATION/RESOLUTION:

Be it resolved that the Arkansas State University System is approved to proceed with the renovation of Kays Hall at Arkansas State University.

Paul Rowton, Secretary

Steve Eddington, Chair

ASU System

Capital Project Proposal Form

In accordance with Board policy, the term "capital project" means a new construction, renovation, or remodeling project with a projected cost exceeding \$1,000,000. Campus officials shall complete a Capital Project proposal form and submit it to the President for review and recommendations. The President will submit Capital Project proposals to the Board of Trustees for approval. Forms should be submitted electronically to the System Vice President for Finance.

Institution	Arkansas State University	Date	12/12/25
Project Name	Kays Hall Renovation		
Project Description (in detail)	Arkansas State University requests approval to proceed with construction and financing of capital improvements, including the acquisition, construction, furnishing and equipping of improvements to Kays Hall.		

Estimated Date of Commencement	05/15/26
Estimated Date of Completion	06/30/27
Total Project Cost Estimate	\$16,191,729

Please provide the detail of cost estimate below:

	Estimated Project Cost
Construction (include cost of built-in equipment)	\$ 14,738,920
Architect/Engineer Fees	1,452,808
Contingencies (not to exceed 10% of Construction and A&E)	-
Land Purchases	-
Movable Equipment and Furniture	-
Total Cost of Project	\$ 16,191,728

Please provide details of planned sources of funding:

	Amount	Percentage
General Improvement	-	0.0%
Institutional Reserves	\$ 2,500,000.00	15.4%
Institutional Operating Funds	-	0.0%
Federal Grant Funds	-	0.0%
Special Revenue Funds	-	0.0%
Foundation or Other Private Monies	-	0.0%
Loan Proceeds (if approved)	13,691,729	84.6%
Total Proposed Funding	\$ 16,191,729	100.0%

Notes

The capital project will be financed through proceeds obtained from bonds and other financing sources, including institutional reserves.

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System (System) requests approval to borrow a sum of money sufficient to proceed with the construction of an Equine Barn and a Bovine Barn, and for the replacement of the Dean B. Ellis Library Chiller at Arkansas State University (A-State).

ISSUE: The Board of Trustees must approve all requests for financing.

BACKGROUND:

- The System wishes to apply for a loan from the College Savings Bond Revolving Loan Fund, in order to proceed with the construction of an Equine Barn and a Bovine Barn, and for the replacement of the Dean B. Ellis Library Chiller at A-State. The loan, of \$2,483,535.64, is requested at an interest rate of approximately 0.2% for a term not to exceed 10 years. The projected debt service of \$251,093.64 will be paid from student tuition and fee revenue.
- This loan information must be sent to the Arkansas Division of Higher Education to determine its economic feasibility after the Board of Trustees adopts this resolution. This request meets the Arkansas Higher Education Coordinating Board requirement for feasibility.

RECOMMENDATION/RESOLUTION:

Be it resolved that the Arkansas State University System is approved to borrow \$2,483,535.64 at an estimated interest rate of 0.2% for a term not to exceed 10 years, in order to construct an Equine Barn and a Bovine Barn, and to replace the Dean B. Ellis Library Chiller at A-State.

Paul Rowton, Secretary

Steve Eddington, Chair

EXECUTIVE SUMMARY

Contact: Jeff Hankins (501) 660-1004

ACTION ITEM: The Arkansas State University System (the "ASU System") requests approval to begin the process of issuing housing system revenue bonds to finance capital improvements on the campus of Arkansas State University–Jonesboro ("ASU-Jonesboro").

ISSUE: The Board of Trustees of the ASU System (the "Board") is authorized under the Constitution and laws of the State of Arkansas, including particularly Act No. 62 of 1947, as amended (codified Ark. Code Ann. § 6-62-301, *et seq.*), to borrow money for the purpose of financing capital improvements.

BACKGROUND:

The ASU System has identified the need to finance capital improvements on the campus of ASU-Jonesboro, including particularly, without limitation, the acquisition, construction, furnishing, and equipping of improvements to Kays Hall (the "Project").

- The Board has determined that all, or a portion of, the costs of the Project should be financed through the issuance of the Board's Housing System Revenue Bonds (Jonesboro Campus) in the maximum aggregate principal amount of \$16,000,000 (the "Bonds").
- The ASU System will obtain, pursuant to Ark. Code Ann. § 6-62-306, the advice of the Arkansas Higher Education Coordinating Board as to the economic feasibility of the Project.

RECOMMENDATION/RESOLUTION:

Be it resolved that the Chair and Secretary of the Board; the President; the Associate Vice President, Finance and Administration; and the Vice Chancellor for Finance and Administration of ASU-Jonesboro are hereby authorized: (a) to present such information as they deem appropriate to the Arkansas Higher Education Coordinating Board in order to obtain its advice as to the economic feasibility of the Project and (b) to otherwise begin the process of issuing the Bonds.

Costs incurred in accomplishing the Project, prior to the issuance of the Bonds, will be paid from certain funds and accounts established and administered by ASU–Jonesboro. The Board intends to use proceeds from the issuance of the Bonds to reimburse such accounts. This Resolution shall constitute an "official intent" for the purpose of U.S. Treasury Regulation Section 1.150-2.

Paul Rowton, Secretary

Steve Eddington, Chair

EXECUTIVE SUMMARY

Contact: Todd Shields (870) 972-3030

ACTION ITEM: Arkansas State University (A-State) requests approval to remove the allocation restriction of the existing \$10 per credit hour Technology Fee to allow flexible utilization in support of all Information Technology Services (ITS) infrastructure and operational needs that directly support students, faculty, and staff.

ISSUE: The Board of Trustees must approve all student fees and associated allocation methodologies.

BACKGROUND:

- The \$10 per credit hour Technology Fee was last adjusted and approved by the ASU System Board of Trustees in May 2008 (Resolution 08-33).
- Since that time, the fee has continued to provide critical support for maintaining reliable and secure technology infrastructure across campus.
- The original allocation model (80% Information Infrastructure / 10% Instructional Technology / 10% Student Services) has become restrictive given the evolving nature of technology operations, increased software and contract costs, and the expansion of infrastructure supporting hybrid/online learning, cybersecurity, cloud computing, and modern endpoint management.
- The revised allocation framework will allow the University to more effectively manage and strategically invest these funds across areas of greatest institutional need including, but not limited to:
 - Network, server, and cloud infrastructure;
 - Cybersecurity systems and compliance tools;
 - Academic technology services and classroom support;
 - Student computing environments; and
 - Departmental technology replacements and lifecycle upgrades.
- This flexibility ensures that the Technology Fee continues to fulfill its original purpose of supporting reliable, modern, and secure information systems that benefit all A-State stakeholders.

EXECUTIVE SUMMARY

Contact: Todd Shields (870) 972-3030

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University (A-State) is approved to remove the allocation restriction and update the allowable use of the existing \$10 per credit hour Technology Fee to allow flexible utilization in support of all Information Technology Services (ITS) infrastructure and operational needs that directly support students, faculty, and staff.

Paul Rowton, Secretary

Steve Eddington, Chair

EXECUTIVE SUMMARY

Contact: Russ Hannah (870) 972-2285

ACTION ITEM: The Arkansas State University System requests approval for Arkansas State University (A-State) to grant a *Temporary Construction Easement* to the City of Jonesboro, Arkansas, to construct and maintain pedestrian and bicycle infrastructure improvements upon part of Lot 1 of the University Trailer Park.

ISSUE: The ASU System Board of Trustees must approve the conveyance of easements affecting university property.

BACKGROUND:

- A-State owns real property known as the University Trailer Park, along the intersection of Stella Drive and Aggie Road, in Jonesboro, Craighead County, Arkansas. The City of Jonesboro has requested a temporary easement beginning at the northeast corner of Lot 1 for the purpose of constructing and maintaining pedestrian and bicycle infrastructure improvements.
- The easement, as shown and legally described in **Exhibit A (Legal Description)** and **Exhibit B (Easement Map)**, will provide the City of Jonesboro access for these construction and maintenance projects, while preserving ASU's property rights and ensuring that all activity remains consistent with university operations.
- The Chancellor of Arkansas State University and the President of the ASU System recommend approval of the proposed easement, as the project will enhance accessibility and safety for students, faculty, staff, and the surrounding community.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University is approved to grant a *Temporary Construction Easement* to the City of Jonesboro, Arkansas, across the ASU property known as the University Trailer Park, Lot 1, in Jonesboro, Craighead County, Arkansas, as described in the attached easement document. The Chancellor, or Chancellor's designee, is authorized to execute all documents necessary to carry out the intent of this Resolution.

Paul Rowton, Secretary

Steve Eddington, Chair

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: (01-144164-02700)

That STATE OF ARKANSAS, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a temporary construction easement across the following described real property in Craighead County, State of Arkansas, to-wit:

PART OF LOT 1 OF UNIVERSITY TRAILER PARK, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF UNIVERSITY TRAILER PARK, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°41'58" WEST, 16.09 FEET; THENCE NORTH 82°28'45" WEST, 16.51 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 19°47'04" EAST, 13.56 FEET; THENCE SOUTH 68°00'15" WEST, 186.82 FEET; THENCE SOUTH 80°18'57" WEST, 72.21 FEET; THENCE NORTH 00°48'03" EAST, 15.42 FEET; THENCE NORTH 71°39'54" EAST, 69.48 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 01°46'12", A RADIUS OF 5922.53 FEET, 182.96 FEET TO A POINT THAT BEARS NORTH 71°38'55" EAST, 182.95 FEET FROM SAID LAST POINT TO THE POINT OF BEGINNING PROPER, CONTAINING 0.12 ACRES (5,110 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

This easement and right-of-way is for the purpose of constructing and maintaining pedestrian and bicycle infrastructure improvements. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right-of-way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the grantors have executed this instrument on the _____ day of _____, 20____.

Owner Info

BY:

Signature:_____.

Name:_____.

Title:_____.

ACKNOWLEDGMENT

STATE OF_____.

COUNTY OF_____.

On this day before me, the undersigned officer, personally appeared_____,
to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged
that he had executed the same for the purpose therein stated and set forth.

WITHESS my hand and seal this _____day of _____, 20____.

Notary Public (Signature):_____.

My Commission Expires:_____.

[illegible]

EXECUTIVE SUMMARY

Contact: Russ Hannah (870) 972-2285

ACTION ITEM: The Arkansas State University System requests approval for Arkansas State University (A-State) to grant a *Temporary Construction Easement* to the City of Jonesboro, Arkansas, to construct and maintain pedestrian and bicycle infrastructure improvements upon part of Lot 72 of the University Trailer Park.

ISSUE: The ASU System Board of Trustees must approve the conveyance of easements affecting university property.

BACKGROUND:

- A-State owns real property known as the University Trailer Park, along the intersection of Stella Drive and Aggie Road, in Jonesboro, Craighead County, Arkansas. The City of Jonesboro has requested a temporary construction easement beginning at the northeast corner of Lot 72 for the purpose of constructing and maintaining pedestrian and bicycle infrastructure improvements.
- The easement, as shown and legally described in **Exhibit A (Legal Description)** and **Exhibit B (Easement Map)**, will provide the City of Jonesboro access for these construction and maintenance projects, while preserving ASU's property rights and ensuring that all activity remains consistent with university operations.
- The Chancellor of Arkansas State University and the President of the ASU System recommend approval of the proposed easement, as the project will enhance accessibility and safety for students, faculty, staff, and the surrounding community.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University is approved to grant a *Temporary Construction Easement* to the City of Jonesboro, Arkansas, across the ASU property known as the University Trailer Park, Lot 72, in Jonesboro, Craighead County, Arkansas, as described in the attached easement document. The Chancellor, or Chancellor's designee, is authorized to execute all documents necessary to carry out the intent of this Resolution.

Paul Rowton, Secretary

Steve Eddington, Chair

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: (01-144164-09800)

That **STATE OF ARKANSAS**, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a temporary construction easement across the following described real property in Craighead County, State of Arkansas, to-wit:

PART OF LOT 72 OF UNIVERSITY TRAILER PARK, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 72 OF UNIVERSITY TRAILER PARK, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°41'52" WEST, 4.80 FEET TO THE POINT OF BEGINNING PROPER; THENCE CONTINUE SOUTH 00°41'52" WEST, 15.77 FEET; THENCE SOUTH 69°55'19" WEST, 34.65 FEET; THENCE NORTH 20°34'27" WEST, 14.18 FEET; THENCE NORTH 69°06'42" EAST, 40.37 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 0.01 ACRES (542 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

This easement and right-of-way is for the purpose of constructing and maintaining pedestrian and bicycle infrastructure improvements. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right-of-way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the grantors have executed this instrument on the _____ day of _____, 20____.

Owner Info

BY:

Signature:_____.

Name:_____.

Title:_____.

ACKNOWLEDGMENT

STATE OF _____.

COUNTY OF _____.

On this day before me, the undersigned officer, personally appeared_____,
to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged
that he had executed the same for the purpose therein stated and set forth.

WITHESS my hand and seal this _____ day of _____, 20____.

Notary Public (Signature):_____.

My Commission Expires:_____.

[illegible]

EXECUTIVE SUMMARY

Contact: Russ Hannah (870) 972-2285

ACTION ITEM: The Arkansas State University requests approval for Arkansas State University (A-State) to grant a *Permanent Right-of-Way Easement* to the City of Jonesboro, Arkansas, to construct and maintain pedestrian and bicycle infrastructure improvements upon part of Lot 1 of the University Trailer Park.

ISSUE: The ASU System Board of Trustees must approve the conveyance of easements affecting university property.

BACKGROUND:

- A-State owns real property known as the University Trailer Park, along the intersection of Stella Drive and Aggie Road, in Jonesboro, Craighead County, Arkansas. The City of Jonesboro has requested a permanent right-of-way easement beginning at the northeast corner of Lot 1 for the purpose of constructing and maintaining pedestrian and bicycle infrastructure improvements.
- The easement, as shown and legally described in **Exhibit A (Legal Description)** and **Exhibit B (Easement Map)**, will provide the City of Jonesboro access for these construction and maintenance projects, while preserving ASU's property rights and ensuring that all activity remains consistent with university operations.
- The Chancellor of Arkansas State University and the President of the ASU System recommend approval of the proposed easement, as the project will enhance accessibility and safety for students, faculty, staff, and the surrounding community.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University is approved to grant a *Permanent Right-of-Way Easement* to the City of Jonesboro, Arkansas, across the ASU property known as the University Trailer Park, Lot 1, in Jonesboro, Craighead County, Arkansas, as described in the attached easement document. The Chancellor, or Chancellor's designee, is authorized to execute all documents necessary to carry out the intent of this Resolution.

Paul Rowton, Secretary

Steve Eddington, Chair

EXHIBIT A

PERMANENT RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: (01-144164-02700)

That, **STATE OF ARKANSAS**, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent right-of-way across the following described real property in Craighead County, State of Arkansas, to-wit:

PART OF LOT 1 OF UNIVERSITY TRAILER PARK, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 OF UNIVERSITY TRAILER PARK, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°41'58" WEST, 16.09 FEET; THENCE NORTH 55°13'13" WEST, 8.81 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE WITH A CENTRAL ANGLE OF 01°51'45", A RADIUS OF 5922.53 FEET, 192.53 FEET TO A POINT THAT BEARS SOUTH 71°41'42" WEST, 192.52 FEET FROM SAID LAST POINT; THENCE SOUTH 71°39'54" WEST, 69.48 FEET; THENCE NORTH 00°48'03" EAST, 8.83 FEET; THENCE NORTH 71°43'27" EAST, 269.64 FEET TO THE POINT OF BEGINNING, CONTAINING 0.05 ACRES (2,150 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

This easement and right-of-way is for the purpose of constructing and maintaining pedestrian and bicycle infrastructure improvements. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right-of-way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the grantors have executed this instrument on the _____ day of 20_____.

Owner Info

BY:

Signature:_____.

Name:_____.

Title:_____.

ACKNOWLEDGMENT

STATE OF _____.

COUNTY OF _____.

On this day before me, the undersigned officer, personally appeared _____,
to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged
that he had executed the same for the purpose therein stated and set forth.

WITHESS my hand and seal this _____ day of _____, 20 ____.

Notary Public (Signature): _____.

My Commission Expires: _____.

[illegible]

EXECUTIVE SUMMARY

Contact: Russ Hannah (870)972-2285

ACTION ITEM: The Arkansas State University System requests approval for Arkansas State University (A-State) to grant a *Temporary Construction Easement* to the City of Jonesboro, Arkansas, to facilitate public infrastructure improvements along Johnson Avenue adjacent to the A-State campus.

ISSUE: The ASU System Board of Trustees must approve the conveyance of easements affecting University property.

BACKGROUND:

- A-State owns real property located along Johnson Avenue in Section 9, Township 14 North, Range 4 East, Craighead County, Arkansas. The City of Jonesboro has requested a temporary construction easement across two small areas of this property, totaling approximately 1,261 square feet, for the purpose of constructing and maintaining sidewalk and center turn-lane improvements.
- The easement areas, as shown and legally described in the attached **Exhibit A (Legal Description)** and **Exhibit B (Easement Map)**, will allow the City temporary access to facilitate construction activity while preserving A-State's ownership and long-term property rights. The project plans and related permit drawings, attached as **Exhibit C**, provide additional reference to the area and scope of work.
- The easement will expire upon completion of the construction project and does not convey permanent rights or title.
- The Chancellor of A-State and the President of the ASU System recommend approval of the proposed easement, as the project will enhance accessibility and safety for students, faculty, staff, and the surrounding community.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University is approved to grant a *Temporary Construction Easement* to the City of Jonesboro, Arkansas, across the A-State property located along Johnson Avenue, as described in the attached easement documents. The Chancellor, or Chancellor's designee, is authorized to execute all documents necessary to carry out the intent of this Resolution.

Paul Rowton, Secretary

Steve Eddington, Chair

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS: (01-144094-00200)

That ARKANSAS STATE UNIVERSITY, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a temporary construction easement across the following described real property in Craighead County, State of Arkansas, to-wit:

A PART OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°00'00" EAST, 581.63 FEET; THENCE NORTH 90°00'00" EAST, 2410.19 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 66°30'29" EAST, 33.08 FEET; THENCE SOUTH 58°39'52" WEST, 35.61 FEET; THENCE NORTH 00°51'29" EAST, 5.33 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 80 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

A PART OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°00'00" EAST, 581.63 FEET; THENCE NORTH 90°00'00" EAST, 2410.19 FEET; THENCE NORTH 66°30'29" EAST, 33.08 FEET; THENCE NORTH 58°39'52" EAST, 180.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 31°21'25" WEST, 8.36 FEET; THENCE NORTH 58°38'35" EAST, 143.60 FEET; THENCE SOUTH 00°48'45" WEST, 9.93 FEET; THENCE SOUTH 58°39'52" WEST, 138.31 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,181 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

This easement and right-of-way is for the purpose of constructing and maintaining sidewalk and center turnlane improvements. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right-of-way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the grantors have executed this instrument on the _____ day of _____, 20____.

**Owner Info
BY:**

Signature:_____.

Name:_____.

Title:_____.

ACKNOWLEDGME

NT STATE OF_____.

COUNTY OF _____.

On this day before me, the undersigned officer, personally appeared_____, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITHESS my hand and seal this _____day of _____, 20____.

Notary Public (Signature):_____.

My Commission Expires:_____.

LEGAL DESCRIPTION:

TEMPORARY CONSTRUCTION EASEMENT 1:

A PART OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°00'00" EAST, 581.63 FEET; THENCE NORTH 90°00'00" EAST, 2410.19 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 66°30'29" EAST, 33.08 FEET; THENCE SOUTH 58°39'52" WEST, 35.61 FEET; THENCE NORTH 00°51'29" EAST, 5.33 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 80 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

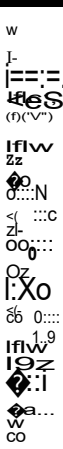
TEMPORARY CONSTRUCTION EASEMENT 2:

A PART OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 09, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°00'00" EAST, 581.63 FEET; THENCE NORTH 90°00'00" EAST, 2410.19 FEET; THENCE NORTH 66°30'29" EAST, 33.08 FEET; THENCE NORTH 58°39'52" EAST, 180.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 31°21'25" WEST, 8.36 FEET; THENCE NORTH 58°38'35" EAST, 143.60 FEET; THENCE SOUTH 00°48'45" WEST, 9.93 FEET; THENCE SOUTH 58°39'52" WEST, 138.31 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,181 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

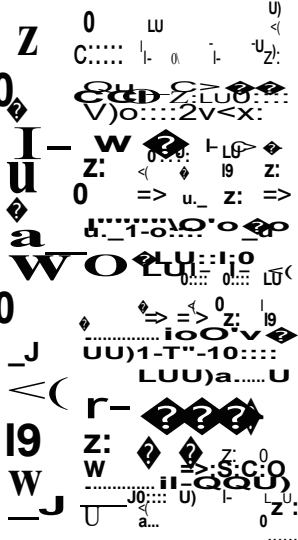
LINE TABLE:

LINE#	DIRECTION	LENGTH
L1	N66°30'29"E	33.08'
L2	S58°39'52"W	35.61'
L3	N00°51'29"E	5.33'
L4	N31°21'25"W	8.36'
LS	S00°48'45"W	9.93'

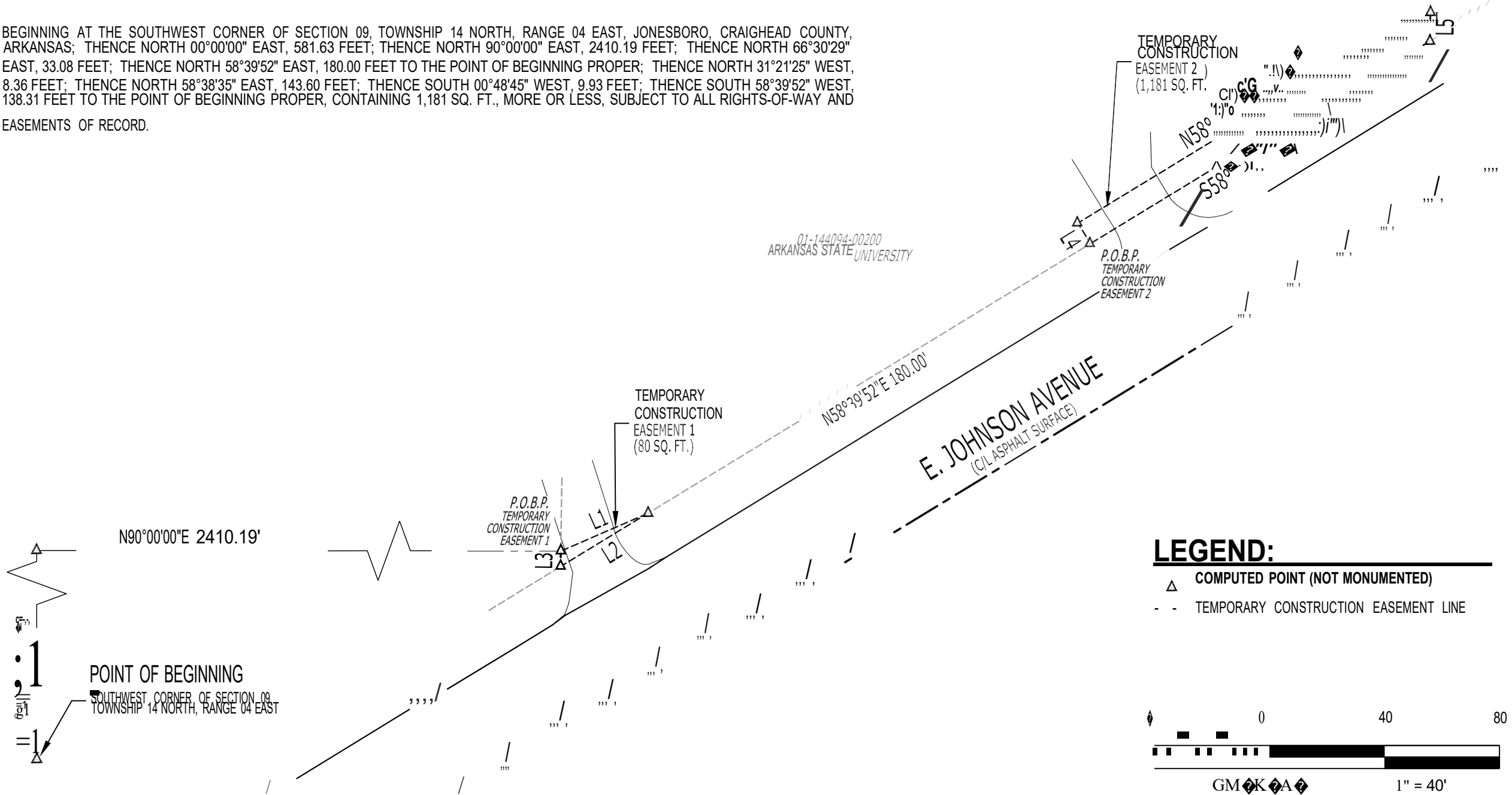


RIDGE SURVEYING & CONSULTING, PLLC.

404 Creath Avenue,
Suite B
Jonesboro, AR 72401
870-203-9940
www.ridgesurveying.net



EASEMENT DEPICTION,
NOT A BOUNDARY
SURVEY



LEGEND:

- △ COMPUTED POINT (NOT MONUMENTED)
- - TEMPORARY CONSTRUCTION EASEMENT LINE

EXECUTIVE SUMMARY

Contact: Waynna Dockins (870) 508-6122

ACTION ITEM: The Arkansas State University System requests approval for Arkansas State University-Mountain Home (ASUMH) to grant a *Utility Easement* to the City of Mountain Home, Arkansas, to construct and maintain utility lines and necessary appurtenances thereto upon part of a lot located approximately at the intersection of Fuller Street and Terrington Street, Mountain Home, Arkansas.

ISSUE: The ASU System Board of Trustees must approve the conveyance of easements affecting university property.

BACKGROUND:

- ASUMH owns real property at the intersection of Fuller Street and Terrington Street in Mountain Home, Baxter County, Arkansas. The City of Mountain Home has requested a permanent utility easement for the purpose of constructing and maintaining utility lines and necessary appurtenances thereto, along with right of ingress and egress, to and from the same.
- The easement is shown and legally described in **Exhibit A (Legal Description)** and **Exhibit B (Easement Map)**.
- The Chancellor of ASUMH and the President of the ASU System recommend approval of the proposed easement, as the project will enhance accessibility and safety for students, faculty, staff, and the surrounding community.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University-Mountain Home is approved to grant a *Utility Easement* to the City of Mountain Home, Arkansas, across the Arkansas State University-Mountain Home real property, at the intersection of Fuller Street and Terrington Street in Mountain Home, Baxter County, Arkansas, as described in the attached easement document, and the Chancellor, or Chancellor's designee, is authorized to execute all documents necessary to carry out the intent of this Resolution.

Paul Rowton, Secretary

Steve Eddington, Chair

EXHIBIT A

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That for and in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.00 & OVC) to the undersigned, **ARKANSAS STATE UNIVERSITY - MOUNTAIN HOME** GRANTOR(S), does hereby grant, bargain, sell and convey unto **City of Mountain Home, AR.** GRANTEE(S), and unto its successor and assigns forever, the following utility easement to build, maintain and use, varying in width, with the right to construct or install, and thereafter use, operate, inspect, repair, maintain, replace and remove utility lines and necessary appurtenances thereto, along with right of ingress and egress, to and from the same, on, over, across and under the following described real estate situated in **Baxter** County, Arkansas, to wit:

UTILITY EASEMENT DESCRIPTION:

A UTILITY EASEMENT LOCATED IN PART OF THE NE1/4 OF SECTION 17, TOWNSHIP 19 NORTH, RANGE 13 WEST, BAXTER COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTHWEST CORNER OF SAID NW¼ NW¼ OF SECTION 16; THENCE ALONG THE SOUTH LINE OF SAID NW¼ NW¼ N89°55'38"E, 27.76 FEET; THENCE N21°39'24"E, 33.17 FEET TO THE SOUTHEAST CORNER OF LOT 19 OF "SUNSET VIEW" SUBDIVISION AS SHOWN ON PLAT No 116 FILED IN THE RECORDER'S OF SAID COUNTY; THENCE ALONG THE SOUTH LINE OF THE SAID LOT 19 N86°23'35"W, 207.89 FEET TO THE SOUTHWEST CORNER OF SAID LOT 19 AND BEING A POINT ON THE SOUTH LINE OF "FULLER STREET" AS SHOWN ON SAID PLAT No 116 TO POINT OF BEGINNING OF THE EASEMENT BEING DESCRIBED; THENCE N86°47'27"W 20 FEET; THENCE S19°58'38"W 98 FEET; THENCE S86°47'27"E 20 FEET; THENCE N19°58'38"E 98 FEET TO POINT OF BEGINNING.

To have and to hold the same unto said Grantee(s) and to its successors and assigns forever or until said right-of-way is finally abandoned.

And Grantor(s) hereby covenant with the said Grantee(s) that they will forever warrant and defend the title to said lands and property against the lawful claims of any and all person whomever.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee(s) is without the authority to make any covenant or agreement not herein expressed.

WITNESS my/our hand(s) and seal(s) on this ____ day of _____, 20__

Grantor

Grantor

ACKNOWLEDGMENT

STATE OF _____)
_____)

55: COUNTY OF _____

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public within and for the county and state aforementioned, duly commissioned and acting, _____, to me well known as the Grantor(s) in the foregoing Easement and stated that he/she/they had executed the same for the 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

EXECUTIVE SUMMARY

Contact: Pat Simms (501) 332-0245

ACTION ITEM: Arkansas State University Three Rivers (ASUTR) requests approval to offer eight new Certificates of Proficiency in 1) Automotive Drivability and Brakes, 2) Automotive Electrical and Chassis, 3) Construction Fundamentals, 4) Construction Residential Systems, 5) HVACR Fundamentals, 6) HVACR Residential Systems, 7) Welding Fundamentals, and 8) Welding Specialized Methods through the Malvern Career Center.

ISSUE: The Board of Trustees must approve the offering of any new degree.

BACKGROUND:

- The Malvern Career Center currently offers Certificates of Proficiency in Automotive Service Technology, Construction Technology, HVACR, and Welding. This proposal will create two Certificates of Proficiency in each of these programs. This will allow high school students to earn two credentials during their junior and senior years.
- Each proposed certificate is twelve credit hours.
- No new funding is required.

RECOMMENDATION/RESOLUTION:

Be it resolved that Arkansas State University Three Rivers is approved to offer Certificates of Proficiency in Automotive Drivability and Brakes, Automotive Electrical and Chassis, Construction Fundamentals, Construction Residential Systems, HVACR Fundamentals, HVACR Residential Systems, Welding Fundamentals, and Welding Specialized Methods through the Malvern Career Center, effective immediately.

Paul Rowton, Secretary

Steve Eddington, Chair

EXECUTIVE SUMMARY

Contact: Trey Berry, Chancellor (870) 230-5062

ACTION ITEM: The Arkansas State University System requests approval for Henderson State University (HSU) to grant a *Permanent Right-of-Way Easement* to the City of Arkadelphia, Clark County, Arkansas, for the construction and maintenance of Feaster Trail, a pedestrian trail running through the HSU campus between Mills Creek and the south side of the M.H. Russell Center.

ISSUE: The ASU System Board of Trustees must approve is the conveyance of easements affecting university property.

BACKGROUND:

- In the 1980s, the City of Arkadelphia received a federal grant to build Feaster Trail, a portion of which runs through the HSU campus. In 2024, the City of Arkadelphia received an Arkansas Department of Transportation (ArDOT) grant for the rehabilitation of certain portions of Feaster Trail. During the ArDOT grant process, the parties discovered that there was no existing easement for the trail along the corridor running through HSU property. The ArDOT grant project cannot proceed until such an easement is granted.
- The easement, as shown and legally described in **Exhibit A (Legal Description)** and **Exhibit B (Easement Map)**, will provide access to the City of Arkadelphia for the construction and maintenance of the trail, while preserving HSU's property rights and operations.
- The Chancellor of HSU and the President of the ASU System recommend approval of the proposed easement, as the trail benefits students, faculty, staff, and the surrounding community.

RECOMMENDATION/RESOLUTION:

Be it resolved that Henderson State University is approved to grant a *Permanent Right-of-Way Easement* to the City of Arkadelphia, Clark County, Arkansas, for the construction and maintenance of Feaster Trail, as described in the attached easement document. The Chancellor, or Chancellor's designee, is authorized to execute all documents necessary to carry out the intent of this Resolution.

Paul Rowton, Secretary

Steve Eddington, Chair

EXHIBIT A

Feaster Trail:

JOB NO. 070528

TRACT NO. 01

DONATION PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

IN CONSIDERATION of the benefits that will inure Henderson State University, Grantor(s), and the public, the undersigned does hereby agree, without any remuneration or monetary consideration, to donate to **THE CITY OF ARKADELPHIA**, Arkansas, Grantee, and unto its successors and assigns, upon the terms and conditions hereinafter set forth, an exclusive and permanent right of way and easement for the construction and maintenance of Feaster Trail on Job No. **070528**, across, through and over the following lands situated in **Clark** County, State of Arkansas:

PERMANENT EASEMENT

AN EASEMENT BEING PART OF NORTH HALF OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 19 WEST, CLARK COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 19 WEST CALCULATED FROM AHTD JOB NUMBER 7507; THENCE ALONG THE NORTH LINE OF SAID SECTION S 89°42'14" E A DISTANCE OF 627.0 FEET TO THE CENTERLINE OF ARKANSAS STATE HIGHWAY 67 AS PER AHTD JOB NUMBER 7507 AT STATION 266+67; THENCE LEAVING SAID NORTH LINE S 04°34'46" W A DISTANCE OF 1,063.00 FEET ALONG THE CENTERLINE OF SAID HIGHWAY AS PER AHTD JOB NUMBER 7507, TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE, ALONG A CURVE TO THE LEFT HAVING A OF RADIUS 954.93 FEET AND A CHORD BEARING AND DISTANCE OF S 13°10'18" E, 582.28 FEET TO A POINT; THENCE ALONG SAID CENTERLINE S 30°55'14" E A DISTANCE OF 1,849.60 FEET TO A POINT; THENCE ALONG SAID CENTERLINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1432.39 FEET AND A CHORD BEARING AND DISTANCE OF S 24°08'28" E, 337.91 FEET TO A POINT; THENCE ALONG SAID CENTERLINE S 17°22'14" E A DISTANCE OF 2,751.02 FEET TO STATION 200+73 OF SAID CENTERLINE; THENCE LEAVING SAID CENTERLINE S 72°37'46" W A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ARKANSAS STATE HIGHWAY 67 AS PER AHTD JOB NUMBER 7507 BEING PERPENDICULAR TO SAID CENTERLINE, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY S 17°49'04" E A DISTANCE OF 49.13 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY S 72°22'08" W A DISTANCE OF 179.10 FEET TO A POINT; THENCE S 73°01'34" W A DISTANCE OF 152.70 FEET TO A POINT; THENCE N 89°21'03" W A DISTANCE OF 65.13 FEET TO A POINT; THENCE N 81°24'02" W A DISTANCE OF 76.87' TO A POINT; THENCE S 77°26'03" W A DISTANCE OF 87.67 FEET TO A POINT; THENCE S 79°35'16" W A DISTANCE OF 56.18 FEET TO A POINT; THENCE S 72°45'20" W A DISTANCE OF 55.75 FEET TO A POINT; THENCE S 71°47'17" W A DISTANCE OF 65.69 FEET TO A POINT; THENCE S 57°28'37" W 32.57 FEET TO A POINT; THENCE S 40°37'13" W A DISTANCE OF 78.36 FEET TO A POINT; THENCE S 40°46'46" W A DISTANCE OF 63.90 FEET TO A POINT; THENCE S 52°26'46" W A DISTANCE OF 29.02 FEET TO A POINT; THENCE N 26°13'47" W A DISTANCE OF

25.73 FEET TO A POINT; THENCE N 42°55'31" E A DISTANCE OF 84.78 FEET TO A POINT; THENCE N 36°51'34" E A DISTANCE OF 27.08 FEET TO A POINT; THENCE N 43° 36'15" E A DISTANCE OF 37.22 FEET TO A POINT; THENCE N 49°59'18" E A DISTANCE OF 25.94 FEET TO A POINT; THENCE N 57°46'17" E A DISTANCE OF 27.63 FEET TO A POINT; THENCE N 68°01'37" E A DISTANCE OF 66.57 FEET TO A POINT; N 75°39'11" E A DISTANCE OF 114.63 FEET TO A POINT; THENCE N 76°17'22" E A DISTANCE OF 15.27 FEET TO A POINT ON THE APPARENT SOUTH RIGHT OF WAY OF M.H. RUSSELL DRIVE; THENCE ALONG SAID SOUTH RIGHT OF WAY N 85°35'38" E A DISTANCE OF 105.59 FEET TO A POINT; THENCE N 84°53'03" E A DISTANCE OF 36.11 FEET TO A POINT; THENCE N 83°39'46" E A DISTANCE OF 41.13 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 961.60 FEET AND A CHORD BEARING AND DISTANCE OF N 74°37'45" E, 291.99 FEET TO A POINT; THENCE N 65°25'53" E A DISTANCE OF 39.77 TO A POINT; THENCE N 65°22'57" E A DISTANCE OF 25.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.69 ACRES 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 purposes being the construction and maintenance of Feaster Trail by the **CITY OF ARKADELPHIA, AR**, in connection with Job No. **070528**, the maintenance of same to be the responsibility of **THE CITY OF ARKADELPHIA, AR/COUNTY OF CLARK**.

IN ACCORDANCE with Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor has the right to receive just compensation for the subject property. Also, the Grantor is entitled to an appraisal of the subject property. Execution of this Permanent Easement will release the County from the obligation of providing just compensation and an appraisal.

TO HAVE AND TO HOLD the same unto the said **CITY OF ARKADELPHIA, AR**, and to its successors and assigns forever.

AND hereby covenant with the said **CITY OF ARKADELPHIA, AR**, that will forever warrant and defend the title to said lands and property against the lawful claims of any and all persons whomsoever.

WITNESS my signature on this _____ day of _____, 2025.

(SIGNATURE)

(SIGNATURE)

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

STATE OF ARKANSAS

COUNTY OF _____

BE IT REMEMBERED, that on this day before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, appeared in person _____, to me well known as the Grantor(s) in the foregoing instrument, and stated that he/she/they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 2025.

MY COMMISSION EXPIRES:

NOTARY PUBLIC

FILE NAME: A:\43000s\43254\016\SURV\CADD\Sheets\EX_01_43254.016.dwg DATE: April 2, 2025 TIME: 4:07 PM USER: #13974

EXHIBIT "B"

POC
NW COR
S8-T7S-R19W
CALCULATED FROM AHTD
JOB NO. 7507

STA: 266+67
CL HWY 67
BASED ON AHTD JOB NO. 7507

EASEMENT DESCRIPTION

AN EASEMENT BEING PART OF NORTH HALF OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 19 WEST, CLARK COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SECTION 8, TOWNSHIP 7 SOUTH, RANGE 19 WEST CALCULATED FROM AHTD JOB NUMBER 7507, THENCE ALONG THE NORTH LINE OF SAID SECTION S 89°42'14" E A DISTANCE OF 627.0 FEET TO THE CENTERLINE OF ARKANSAS STATE HIGHWAY 67 AS PER AHTD JOB NUMBER 7507 AT STATION 266+67; THENCE LEAVING SAID NORTH LINE S 04°34'46" W A DISTANCE OF 1,063.00 FEET ALONG THE CENTERLINE OF SAID HIGHWAY AS PER AHTD JOB NUMBER 7507, TO A POINT; THENCE CONTINUING ALONG SAID CENTERLINE, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 954.93 FEET AND A CHORD BEARING AND DISTANCE OF S 13°10'18" E, 582.28 FEET TO A POINT; THENCE ALONG SAID CENTERLINE S 30°55'14" E A DISTANCE OF 1,849.60 FEET TO A POINT; THENCE ALONG SAID CENTERLINE, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1432.39 FEET AND A CHORD BEARING AND DISTANCE OF S 24°08'28" E, 337.91 FEET TO A POINT; THENCE ALONG SAID CENTERLINE S 17°22'14" E A DISTANCE OF 2,751.02 FEET TO STATION 200+73 OF SAID CENTERLINE; THENCE LEAVING SAID CENTERLINE S 72°37'46" W A DISTANCE OF 100.00 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ARKANSAS STATE HIGHWAY 67 AS PER AHTD JOB NUMBER 7507 BEING PERPENDICULAR TO SAID CENTERLINE, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID WEST RIGHT OF WAY S 17°49'04" E A DISTANCE OF 49.13 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY S 72°22'08" W A DISTANCE OF 179.10 FEET TO A POINT; THENCE S 73°01'34" W A DISTANCE OF 152.70 FEET TO A POINT; THENCE N 89°21'03" W A DISTANCE OF 65.13 FEET TO A POINT; THENCE N 81°24'02" W A DISTANCE OF 76.87 FEET TO A POINT; THENCE S 77°26'03" W A DISTANCE OF 87.67 FEET TO A POINT; THENCE S 79°35'16" W A DISTANCE OF 56.18 FEET TO A POINT; THENCE S 72°45'20" W A DISTANCE OF 55.75 FEET TO A POINT; THENCE S 71°47'17" W A DISTANCE OF 65.89 FEET TO A POINT; THENCE S 57°28'37" W 32.57 FEET TO A POINT; THENCE S 40°37'13" W A DISTANCE OF 78.36 FEET TO A POINT; THENCE S 40°46'46" W A DISTANCE OF 63.90 FEET TO A POINT; THENCE S 52°26'46" W A DISTANCE OF 29.02 FEET TO A POINT; THENCE N 26°13'47" W A DISTANCE OF 25.73 FEET TO A POINT; THENCE N 42°55'31" E A DISTANCE OF 84.78 FEET TO A POINT; THENCE N 36°51'34" E A DISTANCE OF 27.08 FEET TO A POINT; THENCE N 43°36'15" E A DISTANCE OF 37.22 FEET TO A POINT; THENCE N 49°59'18" E A DISTANCE OF 25.94 FEET TO A POINT; THENCE N 68°01'37" E A DISTANCE OF 66.57 FEET TO A POINT; THENCE N 57°46'17" E A DISTANCE OF 27.63 FEET TO A POINT; THENCE N 89°01'37" E A DISTANCE OF 66.57 FEET TO A POINT; THENCE N 75°39'11" E A DISTANCE OF 114.63 FEET TO A POINT; THENCE N 76°17'22" E A DISTANCE OF 15.27 FEET TO A POINT ON THE APPARENT SOUTH RIGHT OF WAY OF M.H. RUSSELL DRIVE; THENCE ALONG SAID SOUTH RIGHT OF WAY N 85°35'38" E A DISTANCE OF 105.59 FEET TO A POINT; THENCE N 84°53'03" E A DISTANCE OF 36.11 FEET TO A POINT; THENCE N 83°39'46" E A DISTANCE OF 41.13 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 961.60 FEET AND A CHORD BEARING AND DISTANCE OF N 74°37'45" E, 291.99 FEET TO A POINT; THENCE N 65°25'53" E A DISTANCE OF 39.77 FEET TO A POINT; THENCE N 65°22'57" E A DISTANCE OF 25.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.69 ACRES MORE OR LESS.

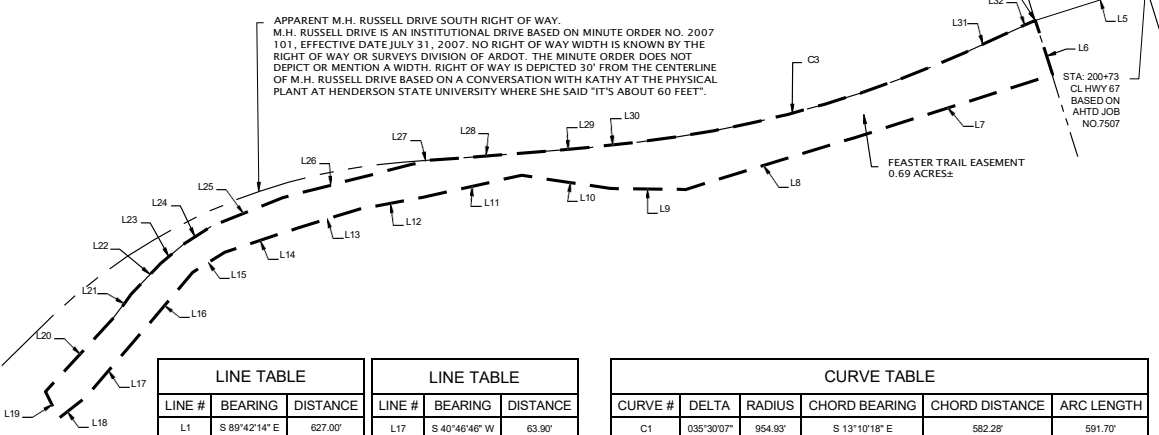
APPARENT M.H. RUSSELL DRIVE SOUTH RIGHT OF WAY.
M.H. RUSSELL DRIVE IS AN INSTITUTIONAL DRIVE BASED ON MINUTE ORDER NO. 2007 101, EFFECTIVE DATE JULY 31, 2007. NO RIGHT OF WAY WIDTH IS KNOWN BY THE RIGHT OF WAY OR SURVEYS DIVISION OF ARDOT. THE MINUTE ORDER DOES NOT DEPICT OR MENTION A WIDTH. RIGHT OF WAY IS DEPICTED 30' FROM THE CENTERLINE OF M.H. RUSSELL DRIVE BASED ON A CONVERSATION WITH KATHY AT THE PHYSICAL PLANT AT HENDERSON STATE UNIVERSITY WHERE SHE SAID "IT'S ABOUT 60 FEET".

R/W BASED ON AHTD JOB 7507

POB
WEST R/W HWY 67
STA 200+73 (100' LT)
AHTD JOB NO. 7507

STA: 200+73
CL HWY 67
BASED ON
AHTD JOB
NO. 7507

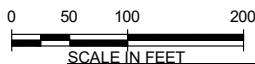
FEASTER TRAIL EASEMENT
0.69 ACRES



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 89°42'14" E	627.00'
L2	S 04°34'46" W	1,063.00'
L3	S 30°55'14" E	1,849.60'
L4	S 17°22'14" E	2,751.02'
L5	S 72°37'46" W	100.00'
L6	S 17°49'04" E	49.13'
L7	S 72°22'08" W	179.10'
L8	S 73°01'34" W	152.70'
L9	N 89°21'03" W	65.13'
L10	N 81°24'02" W	76.87'
L11	S 77°26'03" W	87.67'
L12	S 79°35'16" W	56.18'
L13	S 72°45'20" W	55.75'
L14	S 71°47'17" W	65.89'
L15	S 57°28'37" W	32.57'
L16	S 40°37'13" W	78.36'

LINE TABLE		
LINE #	BEARING	DISTANCE
L17	S 40°46'46" W	63.90'
L18	S 52°26'46" W	29.02'
L19	N 26°13'47" W	25.73'
L20	N 42°55'31" E	84.78'
L21	N 36°51'34" E	27.08'
L22	N 43°36'15" E	37.22'
L23	N 49°59'18" E	25.94'
L24	N 57°46'17" E	27.63'
L25	N 68°01'37" E	66.57'
L26	N 75°39'11" E	114.63'
L27	N 76°17'22" E	15.27'
L28	N 85°35'38" E	105.59'
L29	N 84°53'03" E	36.11'
L30	N 83°39'46" E	41.13'
L31	N 65°25'53" E	39.77'
L32	N 65°22'57" E	25.89'

CURVE TABLE				
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	035°30'07"	954.93'	S 13°10'18" E	582.28'
C2	013°32'53"	1432.39'	S 24°08'28" E	337.91'
C3	017°27'55"	961.60'	N 74°37'45" E	291.99'



NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE ARKANSAS STATE COORDINATE SYSTEM, NAD83 (2011), SOUTH ZONE.



5318 JOHN F. KENNEDY BLVD.
NORTH LITTLE ROCK, AR 72116
TEL. (501) 753-1987

CITY OF ARKADELPHIA
FEASTER TRAIL

SITUATED IN
SECTION 17
TOWNSHIP 7 SOUTH
RANGE 19 WEST

PROJECT NO.: 43254.016

ISSUED: 4/2/2025

DRAWN BY: AJF

CHECKED BY: KLM

SCALE: 1" = 100'

SHEET TITLE

EASEMENT
EXHIBIT

PAGE NUMBER 1 OF 1