

JB2014R-0087525

JB2014R-008752

ANN HUDSON

CRAIGHEAD COUNTY

RECORDED ON:

06/06/2014 08:40AM

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES** BY Kelsey J. [Signature], D. C.
PAGE 1 OF 4

Property Identification

Project Name: Willow Creek Apartments, Phase II Minor Plat
Project Address: Willow Creek Drive, Jonesboro AR 72404
Owner(s): Willow Creek Properties Phase Two, LLC
Owner Address: 1735 South 19th Avenue
City: Bozeman **State:** Montana **Zip Code:** 59718

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 5th day of June, 2014, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Willow Creek Properties Phase Two, LLC, hereinafter called the "Developer".

WITNESSTH, that:

WHEREAS, The Developer is proceeding to build on and develop the property in accordance with the Stormwater Management Plan (the "Plan") approved by the City and the recorded plat (the "Plat") for Willow Creek Apartments, Phase II Minor Plat as recorded in the records of Craighead County, Arkansas, at Plat Book C, Page 244, also attached hereto as "Exhibit A".

WHEREAS, the City and the Developer, its successors and assigns, including any property owners' association or homeowners' association, agree that the health, safety, and welfare of the residents of the City of Jonesboro, Arkansas require that on-site stormwater runoff management facilities be constructed and maintained on the property.

WHEREAS, the City requires that on-site stormwater runoff management facilities as shown on the plan be constructed and adequately maintained by the Developer, its successors and assigns, including any homeowner association.

WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered unsightly or a nuisance.

WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System, are within a dedicated public drainage easement; and, which are not constructed and maintained by or under the jurisdiction of any State or Federal agency.

WHEREAS, Long-term maintenance is defined herein as the removal of sediment deposits, re-grading or shaping of embankments, drainage channels, and detention areas, and the repair or replacement of piping networks, and other underground drainage structures.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

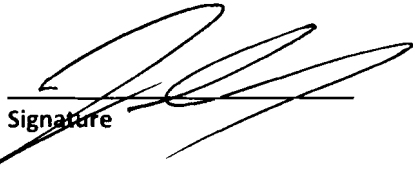
**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
PAGE 2 OF 4**

1. The on-site stormwater runoff management facilities shall be constructed by the Developer, its successors and assigns, in accordance with the plans and specifications identified in the Plan.
2. The Developer, its successors and assigns, including any property owners' association or homeowners' association, shall adequately maintain the on-site stormwater runoff management facilities.
3. The Developer, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property to inspect and perform long-term maintenance of the on-site stormwater runoff management facilities whenever the City deems necessary.
4. In the event the Developer, its successors and assigns, fails to adequately maintain the stormwater runoff management facilities, the City may enter upon the Property upon thirty (30) days written notification or earlier, if deemed an emergency, and take whatever steps necessary to correct the deficiencies and charge the costs of such corrective action to the Developer, its successors and assigns. The Developer, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City including all labor, equipment, supplies, materials, and the like. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Developer outside of the easement for the on-site stormwater runoff management facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said facilities, and in no event shall this agreement be construed to impose any such obligation on the City. Any indemnification, payment, or reimbursement obligations provided for in this Agreement shall not be enforceable against the U.S. Department of Housing and Urban Development ("HUD") or the Federal Housing Commissioner ("FHA").
5. This agreement shall be recorded among the land records of Craighead County, Arkansas and shall constitute a covenant running with the land, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners' association or homeowners' association.
6. This Agreement is binding upon and inures to the benefit of the City, and the Developer, the Developer's successors and assigns, any property owners' association or homeowners' association created which pertains to all or any part of the property and any individual lot owner who has purchased all or any part of the property referred to in this Agreement. The terms of this Agreement are enforceable on all of the above parties.
7. In the event any party to this Maintenance Agreement must employ a lawyer to enforce the terms and obligations set out in this Agreement and litigation ensue, the prevailing party, as determined under Arkansas Law, shall be entitled to recover not only court costs as defined under Arkansas Law but all costs of litigation, including a reasonable attorney's fee.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
PAGE 3 OF 4**

8. This Agreement is the complete agreement and understanding between the parties who have executed this Agreement. There are no other agreements, either oral or written. All prior or contemporaneous statements, representations, or guarantees are declared void. This Agreement may be amended only by a written document signed by all parties.

Owner/Agent: Mr. Jon Braxton, Member
Printed Name


Signature

6-3-14
Date


**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES
PAGE 4 OF 4**

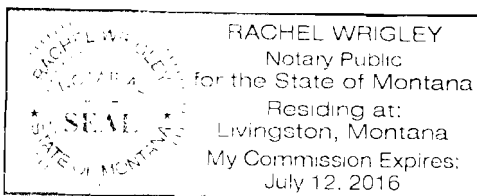
STATE OF MONTANA
COUNTY OF GALLATIN

On this day before me, the undersigned officer, personally appeared Mr. Jon Braxton, 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 purposes therein stated and set forth.

WITNESS my hand and seal this 3 day of JUNE, 2014.

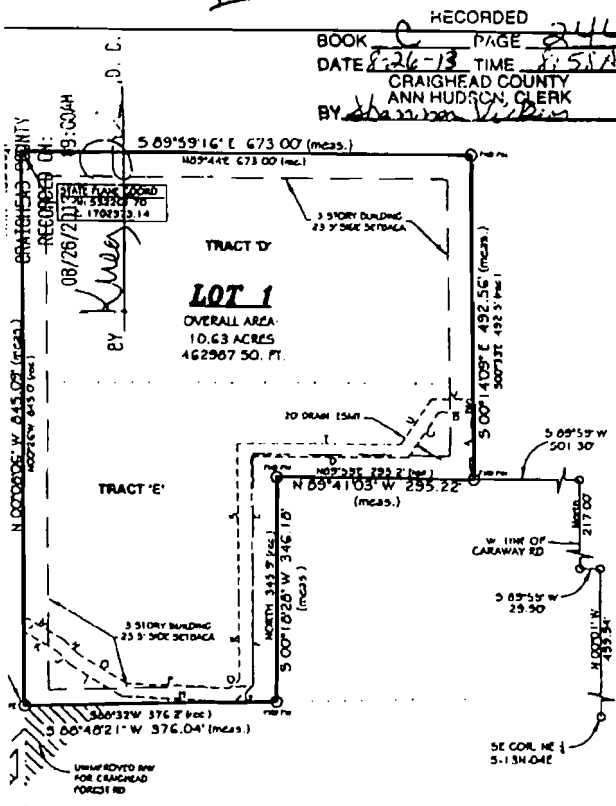
RACHEL WRIGLEY
Notary Public (Printed Name)


Notary Public (Signature)



My Commission Expires: 7/12/16

Sub A



Maintenance Agreement: JB2013R-015831

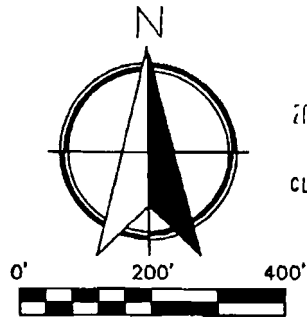
WARRANTY OF SURVEY: I, the undersigned, being duly qualified, do hereby certify that the lines and corner monuments, to the best of my knowledge and ability, are correctly established; the improvements shown on the Plot of Survey, Encroachments, if any, as shown hereon.

CERTIFICATION: I certify that we are the owners of the property shown and described hereon, and do hereby dedicate and dedicate perpetual use of all streets and easements as noted.

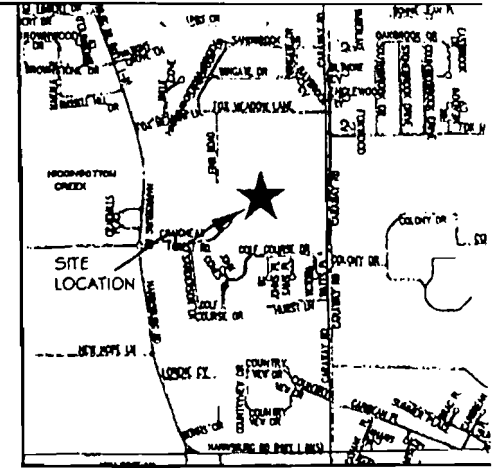
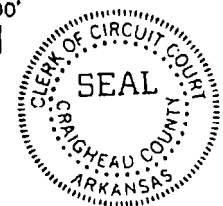
[Signature]

RECORDED BOOK PAGE DATE TIME BY
 244 8:26-13 5:51 AM MEASUREMENT CHART
 CRAIGHEAD COUNTY ANN HUDSON, CLERK
 BY *[Signature]*

A	N00°14'09\"	105.20'
B	S89°12'03\"	52.20'
C	S32°16'31\"	84.65'
D	N89°52'02\"	236.38'
E	S00°13'52\"	222.06'
F	N00°06'30\"	133.16'
G	S50°12'53\"	36.32'
H	N67°35'24\"	167.27'
I	N58°16'10\"	90.40'
J	N41°48'07\"	27.19'
K	N59°02'48\"	37.91'
L	N00°08'06\"	23.35'
M	S59°02'48\"	66.66'
N	S44°08'45\"	61.51'
O	S58°16'10\"	82.28'
P	S67°35'24\"	154.32'
Q	N50°12'53\"	19.26'
R	N00°06'30\"	123.75'
S	N00°13'52\"	242.14'
T	S69°32'02\"	245.45'
U	N32°16'51\"	75.17'
V	N89°12'03\"	49.27'
W	S00°14'09\"	20.00'



2013 AUG 26 AM 8:56
 ANN HUDSON
 CLERK OF CIRCUIT COURT



LEGAL DESCRIPTION: (TRACT "D") (as furnished)

That part of the Northeast Quarter of Section 5, Township 13 North, Range 4 East, in Craighead County, Arkansas, being described as follows: Beginning at the Southeast corner of said NE 1/4 of said Section 5, run thence N00°01'W 499.94 feet, run thence S89°59'W 29.9 feet to the West line of Coraway Road, run thence North 217.0 feet, run thence S89°59'W 501.3 feet, run thence N00°33'W 149.1 feet to the true point of beginning, run thence S89°44'W 673.7 feet, run thence N00°26'W 343.4 feet, run thence N89°44'E 673.0 feet, run thence S00°33'E 343.4 feet to the true point of beginning, containing 5.31 acres, more or less, AND subject to any utility easements.

LEGAL DESCRIPTION: (TRACT "E") (as furnished)

That part of the Northeast Quarter of Section 5, Township 13 North, Range 4 East, in Craighead County, Arkansas, being described as follows: Beginning at the Southeast corner of said NE 1/4 of said Section 5, run thence N00°01'W 499.94 feet, run thence S89°59'W 29.9 feet to the West line of Coraway Road, run thence North 217.0 feet, run thence S89°59'W 501.3 feet to the true point of beginning, run thence N00°33'W 149.1 feet, run thence S89°44'W 673.7 feet, run thence S00°26'E 501.6 feet to a point on the North line of Lot 1 of Katlyn Manor Minor Plat of a replat of Linda Kerr Subdivision, run thence N88°32'E, along the North of said Lot 1 of Katlyn Manor Minor Plat of a replat of Linda Kerr Subdivision, 376.2 feet, run thence North 345.9 feet, run thence N89°59'E 295.2 feet to the true point of beginning, containing 5.32 acres, more or less, AND subject to any utility easements.

TOGETHER WITH the access easement as referenced in Access Easement Agreement executed June 29, 2012 by and between Willow Creek Properties, LLC, an Arkansas limited liability company, and Willow Creek Properties Phase Two, LLC, an Arkansas limited liability company, filed for record July 3, 2012 as Document Number JB2012R-011206, records of Craighead County, Arkansas.

- NOTES:
- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
 - 2) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 644,000'.
 - 3) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES PREVIOUS SURVEYS.
 - 4) ALL PINS SET ARE 1/2" REBAR, UNLESS NOTED OTHERWISE.
 - 5) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05031C0134 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.

City of Jonesboro, Arkansas
 DATE 7/26/13
 FILE # MP13-20
 FINAL APPROVAL
 PRELIMINARY (NOT FOR RECORDING)
 PLANNING DEPT
[Signature]

WILLOW CREEK APARTMENTS PHASE II
 MINOR PLAT
 JONESBORO, ARKANSAS

Civilogic		REGISTERED PROFESSIONAL SURVEYOR	
EXHIBIT 'A'			
Date: 07-09-13	Scale: 1" = 200'	Job No: 109084	Sheet: 1 of 1
Section: 5	Township: 13N	Range: 04E	County: CRAIGHEAD
© 2013, Civilogic Drawn By: RE Checked by: GH			