



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, February 7, 2012

5:30 PM

Huntington Building

1. Call To Order

2. Approval of minutes

MIN-12:001 Minutes for the Public Works Committee meeting on January 3, 2012

Attachments: [Minutes](#)

MIN-12:009 Minutes for the special called Public Works Committee meeting on January 31, 2012

Attachments: [Minutes](#)

3. New Business

Ordinances To Be Introduced

ORD-12:004 AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF A USED CATERPILLAR 320DL 9H HYDRAULIC EXCAVATOR FOR THE STREET DEPARTMENT.

Sponsors: Streets

Resolutions To Be Introduced

RES-11:235 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR ABIGAIL CROSSING, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement](#)

RES-12:003 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT

Sponsors: Engineering

Attachments: [First Amendment to Industrial Track Agreement.pdf](#)
[Exhibit A.pdf](#)

RES-12:012 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT #1 COPE'S ADDITION, A RESIDENTIAL

DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement.pdf](#)

RES-12:017 RESOLUTION TO SET A PUBLIC HEARING REGARDING THE VACATING AND ABANDONMENT OF A PORTION OF PROSPECT FARM ROAD LYING SOUTH OF AGGIE ROAD AND WEST OF PROSPECT FARM LANE FOR THE PURPOSE OF THE RE-ALIGNMENT OF THE INTERSECTION OF OLD PARAGOULD HWY AND AGGIE ROAD BY THE JONESBORO CITY COUNCIL

Sponsors: Engineering and Planning

Attachments: [ProspectFarmsPlat](#)
[Existing Plat of Prospect Farms](#)
[ExistingAerialMap_ProspectFarms](#)

4. Pending Items

5. Other Business

6. Public Comments

7. Adjournment



City of Jonesboro

515 West Washington
Jonesboro, AR 72401

Legislation Details (With Text)

File #: MIN-12:001 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 1/4/2012 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the Public Works Committee meeting on January 3, 2012
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the Public Works Committee meeting on January 3, 2012



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Works Council Committee

Tuesday, January 3, 2012

5:30 PM

Huntington Building

1. Call To Order

Mayor Perrin was also in attendance.

Present 6 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Darrel Dover and Charles Coleman

2. Approval of minutes

MIN-11:102 Minutes for the Public Works Committee meeting on December 6, 2011

Attachments: [Minutes](#)

A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this matter be Passed . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

3. New Business

Election of a chairman

Councilman Chris Moore motioned, seconded by Councilman Darrel Dover, that John Street be the Chairman of the Public Works Committee. All voted aye.

Posted speed limits

Councilman Moore explained last year he brought up the issue of changing the minimum speed limit to 25 mph, but recently the issue was brought to his attention again because of the 20 mph on the ASU overpass. He added the City may not be able to do anything about that part of the road if it belongs to ASU. He noted he believes that the City can do something about the speed limits in the City.

City Engineer Craig Light stated the City had an ordinance previously go before the Council to change the posted limits to 25 mph, but Council asked that the posted speed limits be 30 mph and then it was withdrawn and the ordinance died.

Councilman Moore noted he would be in support of the posted speed limit to be 25 mph because the State sets that as the minimum for the school districts.

Chairman Street stated the previous ordinance wanted to make the un-posted streets 25 mph and that is unacceptable. Councilman Gene Vance explained his objection is

the ordinance would have made the streets 25 mph even if they were posted or not, even though the state law says 30 mph.

Councilman Moore recommended making a minimum of 25 mph on posted streets and if the street is not posted then it will be 30 mph. He then asked if the state will assume that the street is 30 mph if un-posted. Mr. Light answered in his opinion the state law is unclear, but it is 30 mph on a highway.

Discussion was held concerning changing the speed limit within the City and putting up stop signs.

Mr. Light stated the City has an ordinance that requires that all city streets be designed to be 25 mph.

Councilman Moore asked if it would endanger public safety if the minimum on all streets that are lower than 25 mph be made 25 mph. Mr. Light answered yes when compared to 30 mph.

Councilman Moore then asked if any of those streets should be lower than 25 mph. Mr. Light answered it depends on the variables.

Councilman Moore suggested that a recommendation be given at the next meeting. Mayor Perrin stated he will meet with the City Attorney Phillip Crego, City Clerk Donna Jackson and Chairman John Street tomorrow to discuss this.

Resolutions To Be Introduced

RES-11:216 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR BARRINGTON PARK PHASE V, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [image0001](#)

A motion was made by Councilman Darrel Dover, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

RES-11:217 A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR 1005 E. LAWSON, A RESIDENTIAL PROPERTY

Sponsors: Engineering

Attachments: [image0001](#)

A motion was made by Councilman Darrel Dover, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

- RES-11:224** A RESOLUTION REQUESTING FREE UTILITY SERVICE AT 9100 FRITO LAY DRIVE AND 9001 C.W. POST ROAD FOR THE CITY OF JONESBORO
- Sponsors:** Engineering
- A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**
- Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman
- RES-11:229** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM DENNIS MALONE AND DONNA MALONE FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS
- Sponsors:** Engineering
- Attachments:** [Permanent Drainage Easement.pdf](#)
- Mr. Light explained this resolution and RES-11:230 are for easements for property located off Mays Road. He added the water flows into a field and this easement will allow the City to channelize the water.*
- A motion was made by Councilman Chris Moore, seconded by Councilman Mitch Johnson, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**
- Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman
- RES-11:230** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ILEANA PATRU AND DANIEL PATRU FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS
- Sponsors:** Engineering
- Attachments:** [Permanent Drainage Easement.pdf](#)
- A motion was made by Councilman Chris Moore, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED by a unanimous vote**
- Aye:** 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman

4. Pending Items

Colony Park drainage issues

Councilman Darrel Dover asked for an update concerning the drainage issues on Colony Park. Mayor Perrin answered he has met with Mitch Caldwell concerning this and was trying to get the bank to release some funds for this, but they are not in position to release the funds. He added Mr. Caldwell will need to sell more of the property before they will release the funds. He further added Mr. Caldwell would be able to do all the work with the funds when they are released from the bank and then the City would be able to release the two lots.

Councilman Mitch Johnson asked if this information has been passed onto the citizens who live in that neighborhood. Mayor Perrin answered he does not know if the information has been passed on to everyone, but the two people who have talked with him have been told the project will be on hold for awhile.

Councilman Johnson asked that he be updated on this situation. Mayor Perrin stated that he will send a memo out to all the council members tomorrow.

Long-range facilities update

Mr. Light explained the inside of the administration building is coming along, but the City has had a delay in receiving the brick for the outside of the building. He added a walk-through of the warehouse building will be tomorrow at 2:30 p.m. and the fencing is under contract, but the City will have to do some dirt work before the contractor can start the fencing.

Landfill extension from ADEQ

Mayor Perrin stated he met with Roger Lawrence of ADEQ and they gave the City till May 31, 2012, to remove all of the bags and seed the landfill. He further explained the City has been given permission to monitor the gas, which will save \$50,000 a year.

Discussion was held concerning when the gas should be gone from the landfill.

5. Other Business

6. Public Comments

7. Adjournment

A motion was made by Councilman Chris Moore, seconded by Councilman Mitch Johnson, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 5 - Gene Vance;Chris Moore;Mitch Johnson;Darrel Dover and Charles Coleman



Legislation Details (With Text)

File #: MIN-12:009 **Version:** 1 **Name:**
Type: Minutes **Status:** To Be Introduced
File created: 2/1/2012 **In control:** Public Works Council Committee
On agenda: **Final action:**
Title: Minutes for the special called Public Works Committee meeting on January 31, 2012
Sponsors:
Indexes:
Code sections:
Attachments: [Minutes](#)

Date	Ver.	Action By	Action	Result
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title
Minutes for the special called Public Works Committee meeting on January 31, 2012



City of Jonesboro

900 West Monroe
Jonesboro, AR 72401

Meeting Minutes - Draft Public Works Council Committee

Tuesday, January 31, 2012

4:00 PM

Huntington Building

Special Called Meeting

1. Call To Order

Mayor Perrin was also in attendance.

Present 5 - Gene Vance; John Street; Mitch Johnson; Darrel Dover and Charles Coleman

Absent 1 - Chris Moore

2. New Business

Resolutions To Be Introduced

RES-12:006 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH RAINWATER CONSTRUCTION CO., LLC FOR THE RANCHETTE ACRES - SEWER PROJECT

Sponsors: Engineering and Community Development

Attachments: [Specifications.pdf](#)
[Bid Tab.pdf](#)

A motion was made by Councilman Gene Vance, seconded by Councilman Darrel Dover, that this matter be Recommended to Council . The motion PASSED by a unanimous vote

Aye: 4 - Gene Vance; Mitch Johnson; Darrel Dover and Charles Coleman

Absent: 1 - Chris Moore

RES-12:013 A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CONSTRUMARR, INC. FOR THE JONESBORO SRTS I (2010) JOB NO. 100734 PROJECT

Sponsors: Engineering

Attachments: [Bid Tab 2011 50.pdf](#)
[Specifications.pdf](#)

City Engineer Craig Light explained this contract is for the Safe Routes to School sidewalk project in Valley View. He added the company is out of Benton, Arkansas and has done several projects throughout the State for the Highway Department.

A motion was made by Councilman Gene Vance, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion

PASSED by a unanimous vote

Aye: 4 - Gene Vance; Mitch Johnson; Darrel Dover and Charles Coleman

Absent: 1 - Chris Moore

3. Adjournment

A motion was made by Councilman Mitch Johnson, seconded by Councilman Darrel Dover, that this meeting be Adjourned. The motion CARRIED by a Voice Vote.

Aye: 4 - Gene Vance; Mitch Johnson; Darrel Dover and Charles Coleman

Absent: 1 - Chris Moore



Legislation Details (With Text)

File #:	ORD-12:004	Version:	1	Name:	Waive bidding and purchase an excavator for the Street Department
Type:	Ordinance	Status:		Status:	To Be Introduced
File created:	1/23/2012	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF A USED CATERPILLAR 320DL 9H HYDRAULIC EXCAVATOR FOR THE STREET DEPARTMENT.				
Sponsors:	Streets				
Indexes:	Property purchase - other, Waive competitive bidding				
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING AND AUTHORIZE PURCHASE OF A USED CATERPILLAR 320DL 9H HYDRAULIC EXCAVATOR FOR THE STREET DEPARTMENT.

Body

BE IT ORDAINED by the City Council for the City of Jonesboro, Arkansas that:

SECTION ONE: That the Street Department of the City of Jonesboro needs to purchase a used 2011 CATERPILLAR 320DL 9H HYDRAULIC EXCAVATOR, serial number OPSN00495.

SECTION TWO: That said equipment may be purchased from J.A. Riggs, 3701 E. Parker Road, Jonesboro, AR 72404, for the sum of \$145,000.00, to be paid from the Street Department's 2012 fixed assets account with no budget increases required.

SECTION THREE: That the City Council in accord with the terms of A.C.A. Section 14-58-302 hereby waives the requirement of competitive bidding and directs the Purchasing Agent to purchase the above described used equipment for the price set forth in Section 2 above.

SECTION FOUR: It is further found that due to immediate need to acquire this equipment for ditch work, an emergency is declared to exist and this ordinance being necessary for the preservation of the public peace, health and safety, it shall take effect from and after its passage and approval.



Legislation Details (With Text)

File #:	RES-11:235	Version:	1	Name:	Maintenance agreement for Abigail Crossing
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	1/3/2012	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR ABIGAIL CROSSING, A RESIDENTIAL SUBDIVISION				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR ABIGAIL CROSSING, A RESIDENTIAL SUBDIVISION

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Mark Morris of Morris-Kidd, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for Abigail Crossing development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Mark Morris of Morris-Kidd, LLC and authorizes the filing of a record plat for Abigail Crossing development.

Section 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Abigail Crossing
Project Address: Fleman Rd
Owner(s): MARK B MOERTS
Owner Address: 5803 Friendship Circle
City: Jonesboro State: AR Zip Code: 72404

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 29 day of December, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and MARK B MOERTS of MOERTS KILL, 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 Abigail Crossing S-division as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner 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.



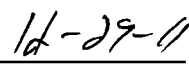
WHEREAS, adequate maintenance is defined herein as the general upkeep of the facilities, specifically the mowing and trimming of grasses or other vegetative cover and the removal of litter and other minor debris that could impact the functionality of the facility or that would otherwise be considered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

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 homeowner 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.
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 homeowner 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.
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:	 <hr style="border: 0; border-top: 1px solid black;"/> Printed Name	 <hr style="border: 0; border-top: 1px solid black;"/> Signature	 <hr style="border: 0; border-top: 1px solid black;"/> Date
Owner/Agent:	<hr style="border: 0; border-top: 1px solid black;"/> Printed Name	<hr style="border: 0; border-top: 1px solid black;"/> Signature	<hr style="border: 0; border-top: 1px solid black;"/> Date

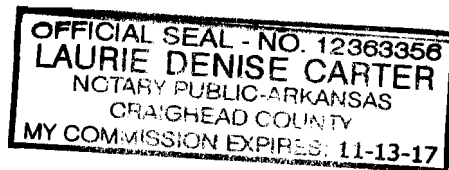
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared MARK MOHIS 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 29 day of December 2011.

Laurie Denise Carter
Notary Public (Printed Name)

Laurie Denise Carter
Notary Public (Signature)



My Commission Expires: 11-13-17

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #:	RES-12:003	Version:	1	Name:	Amendment to track agreement with BNSF Railway
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	1/4/2012	In control:		In control:	Public Works Council Committee
On agenda:		Final action:		Final action:	
Title:	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	First Amendment to Industrial Track Agreement.pdf Exhibit A.pdf				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT

Body

WHEREAS, the City of Jonesboro entered into an Industrial Track Agreement with BNSF Railway Company on July 7, 1989, for the maintenance and operation of certain track located at Nettleton, County of Craighead, State of Arkansas;

WHEREAS, the City of Jonesboro and BNSF Railway Company desire to amend the terms of the original Industrial Track Agreement as described in the attached First Amendment to Industrial Track Agreement and Exhibit A.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall enter into a First Amendment to Industrial Track Agreement with BNSF Railway Company.

Section 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT BN27696

THIS FIRST AMENDMENT TO INDUSTRIAL TRACK AGREEMENT ("First Amendment") is made to be effective the ___ day of _____, _____, (the "Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Railroad") and **CITY OF JONESBORO, ARKANSAS**, a municipality, ("Industry").

RECITALS:

A. Industry and Railroad entered into that certain Industrial Track Agreement dated July 7th, 1989 (the "Original ITA") regarding the maintenance and operation of certain track located at Nettleton, County of Craighead, State of Arkansas, ("Track") as more particularly described in the Original ITA. The Original ITA as modified by this First Amendment hereof shall be referred to herein as the "ITA".

B. Railroad and Industry desire to amend the terms of the Original ITA as described below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective immediately, Drawing No. 32843-430, dated June 3, 1988 and July 6, 1988, originally identified as Exhibit "A" to the Original ITA, is hereby replaced and superseded by Drawing No. 3-50648A-B, dated December 17, 2010 and revised February 7, 2011, marked **Exhibit "A"**, attached hereto and incorporated herein by this reference. Effective immediately, (i) "Railroad Track" as used in the Original ITA shall refer to the track shown heavy solid on Exhibit "A" attached hereto, (ii) "Industry Track" as used in the Original ITA shall refer to the track shown heavy hatched on Exhibit "A" attached hereto, and (iii) "Track" as used in the Original ITA shall collectively refer to the track shown heavy solid and the track shown heavy hatched on Exhibit "A" attached hereto.

2. Unless otherwise provided herein, all capitalized and/or defined terms herein shall have the same meaning given to such capitalized and/or defined terms in the Original ITA.

3. Except as amended hereby, all of the terms and provisions of the Original ITA are hereby reaffirmed and remain in full force and effect. In the event there is a conflict between the terms and provisions of the Original ITA and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment shall control.

4. Industry agrees that Railroad is not currently in default under the ITA, nor does any condition exist which, with the passage of time alone, could constitute a default under the ITA. Industry agrees to fully and forever release and discharge Railroad from any claim whatsoever relating to any period covered by the ITA prior to the Effective Date above.

5. This First Amendment (i) shall be binding upon and inure to the benefit of Railroad and Industry and their respective legal representatives, successors and assigns; (ii) may be modified or amended only by a writing signed by each party hereto; and (iii) may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this First Amendment may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date below each party's signature; to be effective, however, as of the Effective Date above.

RAILROAD

BNSF Railway Company

By: _____
Name: _____
Title: _____
Date: _____

INDUSTRY

City of Jonesboro, Arkansas

Attest

By: _____
Name: _____
Title: _____
Date: _____

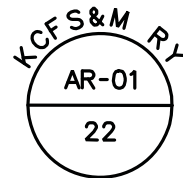
EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY

AND

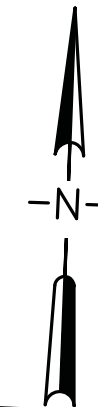
CITY OF JONESBORO

SCALE: 1 IN. = 1600 FT.
SPRINGFIELD DIV.
THAYER SOUTH SUBDIV. L.S. 1001
DATE 12/17/2010 REV. DATE 12/22/2011

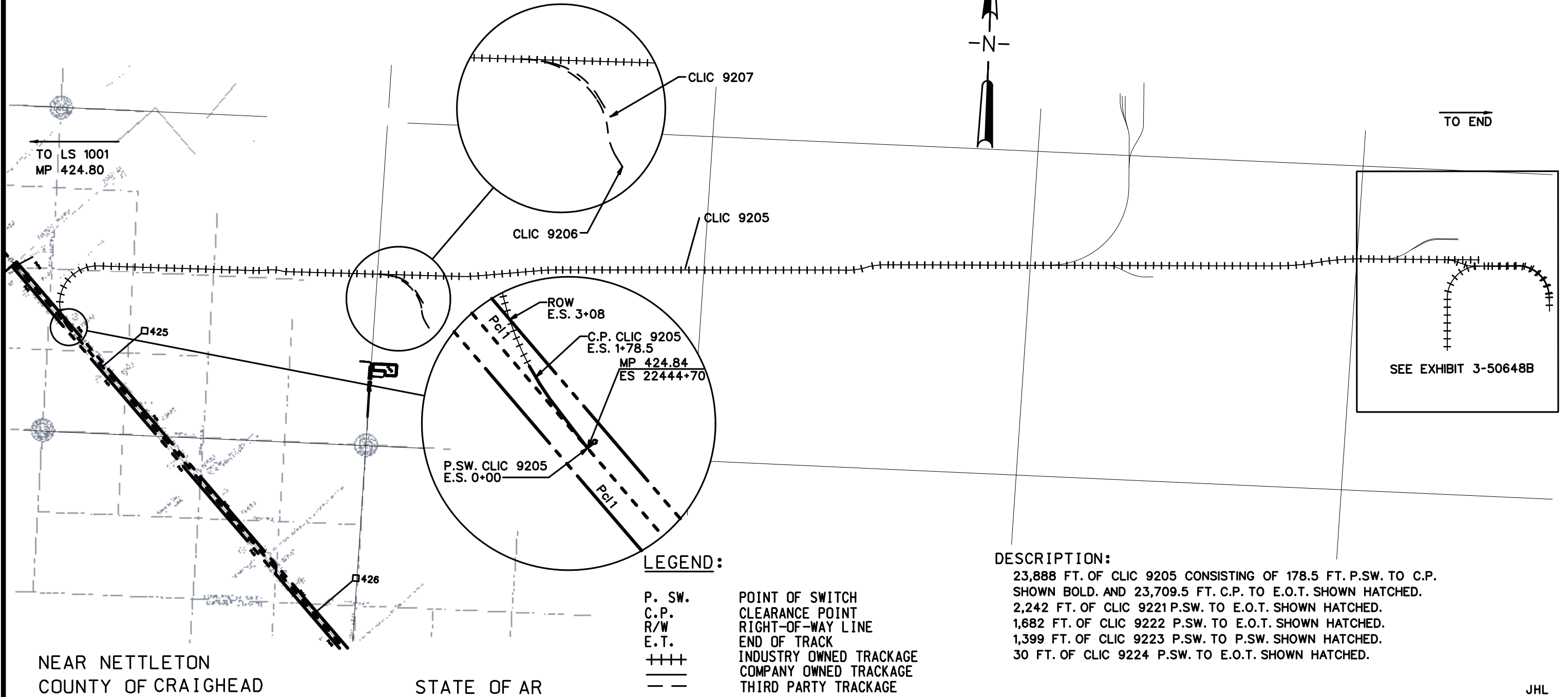


SECTION: 26.25.30.29.28.27
TOWNSHIP: 14N
RANGE: 5E
MERIDIAN: 5PM

TRIM LINE



TO END



LEGEND:

- P. SW. POINT OF SWITCH
- C.P. CLEARANCE POINT
- R/W RIGHT-OF-WAY LINE
- E.T. END OF TRACK
- ++++ INDUSTRY OWNED TRACKAGE
- ===== COMPANY OWNED TRACKAGE
- THIRD PARTY TRACKAGE

DESCRIPTION:

23,888 FT. OF CLIC 9205 CONSISTING OF 178.5 FT. P.S.W. TO C.P. SHOWN BOLD. AND 23,709.5 FT. C.P. TO E.O.T. SHOWN HATCHED.
 2,242 FT. OF CLIC 9221 P.S.W. TO E.O.T. SHOWN HATCHED.
 1,682 FT. OF CLIC 9222 P.S.W. TO E.O.T. SHOWN HATCHED.
 1,399 FT. OF CLIC 9223 P.S.W. TO P.S.W. SHOWN HATCHED.
 30 FT. OF CLIC 9224 P.S.W. TO E.O.T. SHOWN HATCHED.

NEAR NETTLETON
COUNTY OF CRAIGHEAD

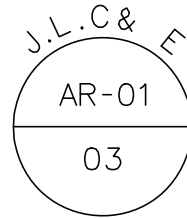
STATE OF AR

JHL

EXHIBIT "A"

ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF JONESBORO

SCALE: 1 IN. = 200 FT.
SPRINGFIELD DIV.
THAYER SOUTH SUBDIV. L.S. 1001
DATE 12/17/2010 REV. DATE 12/22/2011



SECTION: 28.27
TOWNSHIP: 14N
RANGE: 05E
MERIDIAN: 5PM

TRIM LINE

MATCH 3-50648A

TO LS 1001
MP 424.80

TO END

MP 284.32
ES 230+50

CLIC 9221
CLIC 9222

CLIC 9221 P.SW 0+00-
CLIC 9205 230+50

CLIC 9205

CLIC 9205
E.T. 238+81

CLIC 9221

CLIC 9223

CLIC 9223

CLIC 9221

E.S. 9+54 CLIC 9222

P.SW 0+00 CLIC 9224-
12+84 CLIC 9222

E.S. 11+61 CLIC 9222

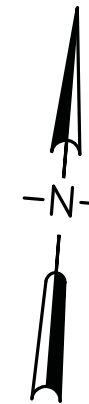
CLIC 9224
E.T. 0+30

CLIC 9222

CLIC 9223 P.SW 20+65-
CLIC 9221 31+95

CLIC 9221
E.T. 34+12

CLIC 9222
E.T. 25+63



LEGEND:

- P. SW. POINT OF SWITCH
- C.P. CLEARANCE POINT
- R/W RIGHT-OF-WAY LINE
- E.T. END OF TRACK
- ++++ INDUSTRY OWNED TRACKAGE
- _____ COMPANY OWNED TRACKAGE

NEAR NETTLETON
COUNTY OF CRAIGHEAD

STATE OF AR

JHL

MAP REF. R66925



Legislation Details (With Text)

File #:	RES-12:012	Version:	1	Name:	Maintenance agreement with Roger Cope for Lot #1 Cope's Addition
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	1/30/2012	In control:		In control:	Public Works Council Committee
On agenda:		Final action:			
Title:	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT #1 COPE'S ADDITION, A RESIDENTIAL DEVELOPMENT				
Sponsors:	Engineering				
Indexes:	Contract				
Code sections:					
Attachments:	Maintenance Agreement.pdf				

Date	Ver.	Action By	Action	Result
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Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT #1 COPE'S ADDITION, A RESIDENTIAL DEVELOPMENT

Body

WHEREAS, the Section 112-157 of the Jonesboro Municipal Code requires that a Maintenance Agreement be executed between the Developer and the City prior to recording the final plat;

WHEREAS, Roger Cope has submitted a Maintenance Agreement for Stormwater Management Facilities for Lot #1 Cope's Addition development;

WHEREAS, the City Engineer and City Attorney have reviewed the attached Maintenance Agreement and find it to be in compliance with the Stormwater Management Regulations.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro accepts a Maintenance Agreement for Stormwater Management Facilities with Roger Cope and authorizes the filing of a record plat for Lot #1 Cope's Addition development.

Section 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

**MAINTENANCE AGREEMENT
FOR STORMWATER MANAGEMENT FACILITIES**

Property Identification

Project Name: Lot #1 Cope's Addition
Project Address: 6201 S. Caraway Rd
Owner(s): Roger + Anna Cope
Owner Address: 109 Grayson Drive
City: Jonesboro State: AR Zip Code: 72404

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 25 day of Jan, 2012, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Roger Cope, 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 LOTS 123 COPE'S ADDITION as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and the Developer, its successors and assigns, including any homeowner 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 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:

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 homeowner 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.
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 homeowner 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.
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: Roger Cope
1/25/2012
 Date

Printed Name

Roger Cope
 Signature

Owner/Agent: _____

Date

Printed Name

Signature

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Roger Cooper, 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 27th day of January, 2012.

SHERRY L. TURMAN
Notary Public (Printed Name)



Sherry L. Turman
Notary Public (Signature)

My Commission Expires: June 29, 2012

Accepted by:

Mayor

Date

City Clerk

Date



Legislation Details (With Text)

File #:	RES-12:017	Version:	1	Name:	Set a public hearing to abandon a portion of Prospect Farm Road as requested by the City of Jonesboro
Type:	Resolution	Status:		Status:	To Be Introduced
File created:	2/2/2012	In control:		In control:	Public Works Council Committee
On agenda:	2/7/2012	Final action:		Final action:	
Title:	RESOLUTION TO SET A PUBLIC HEARING REGARDING THE VACATING AND ABANDONMENT OF A PORTION OF PROSPECT FARM ROAD LYING SOUTH OF AGGIE ROAD AND WEST OF PROSPECT FARM LANE FOR THE PURPOSE OF THE RE-ALIGNMENT OF THE INTERSECTION OF OLD PARAGOULD HWY AND AGGIE ROAD BY THE JONESBORO CITY COUNCIL				
Sponsors:	Engineering, Planning				
Indexes:	Abandonment, Public hearing				
Code sections:					
Attachments:	ProspectFarmsPlat Existing Plat of Prospect Farms ExistingAerialMap_ProspectFarms				

Date	Ver.	Action By	Action	Result
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title
RESOLUTION TO SET A PUBLIC HEARING REGARDING THE VACATING AND ABANDONMENT OF A PORTION OF PROSPECT FARM ROAD LYING SOUTH OF AGGIE ROAD AND WEST OF PROSPECT FARM LANE FOR THE PURPOSE OF THE RE-ALIGNMENT OF THE INTERSECTION OF OLD PARAGOULD HWY AND AGGIE ROAD BY THE JONESBORO CITY COUNCIL

body
WHEREAS, the Honorable Harold Perrin, Mayor has a petition with the City Clerk of the City of Jonesboro, Arkansas, requesting that the City vacates, abandons and relocates all of its rights, together with the rights of the public generally, in and to the part of Prospect Farm Road lying south of Aggie Road and west of Prospect Farm Lane, as described as follows:

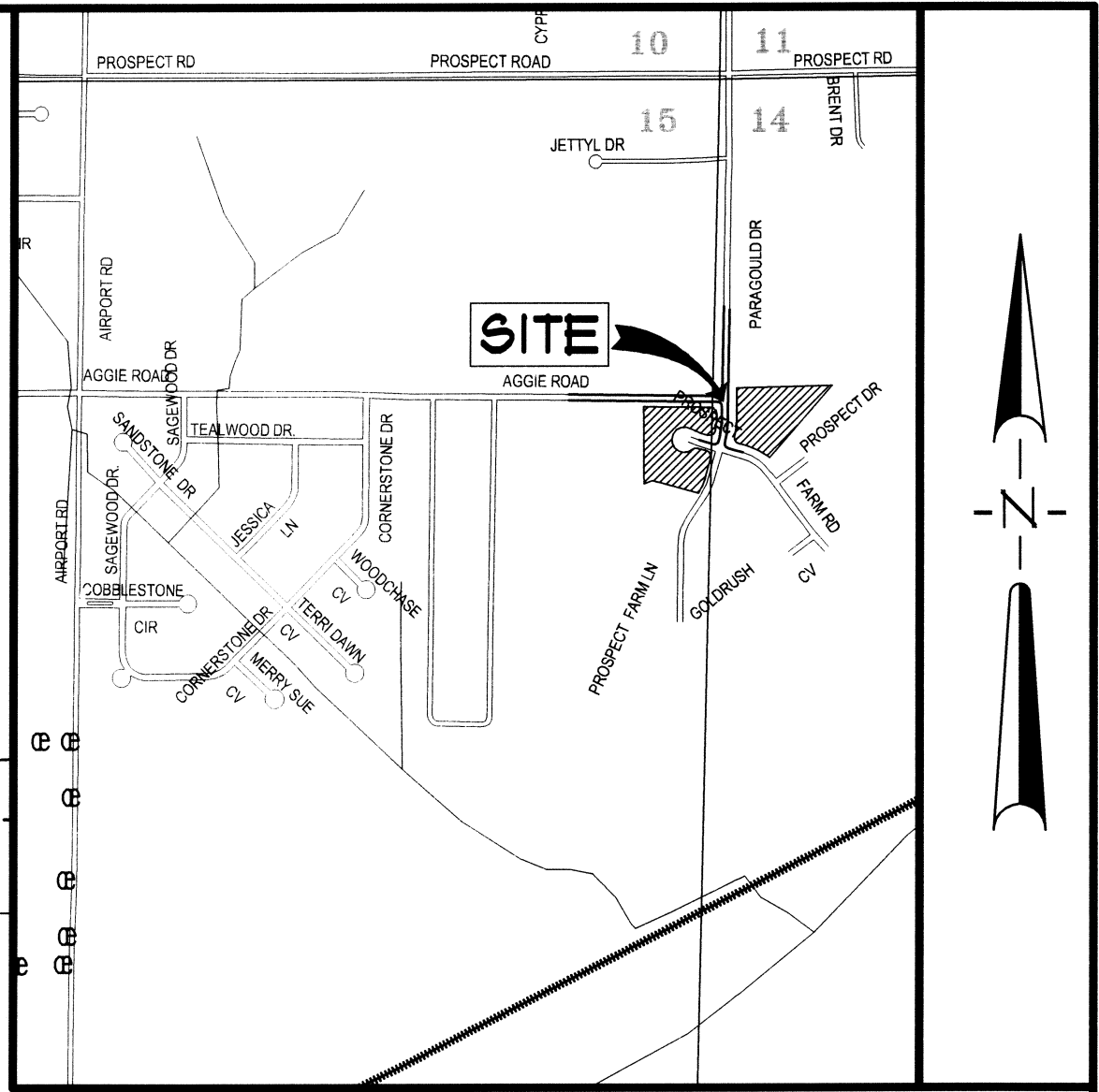
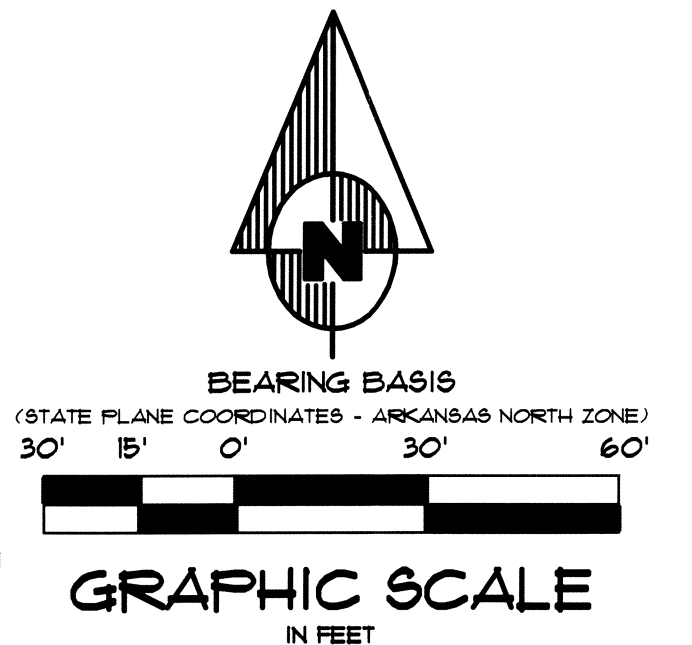
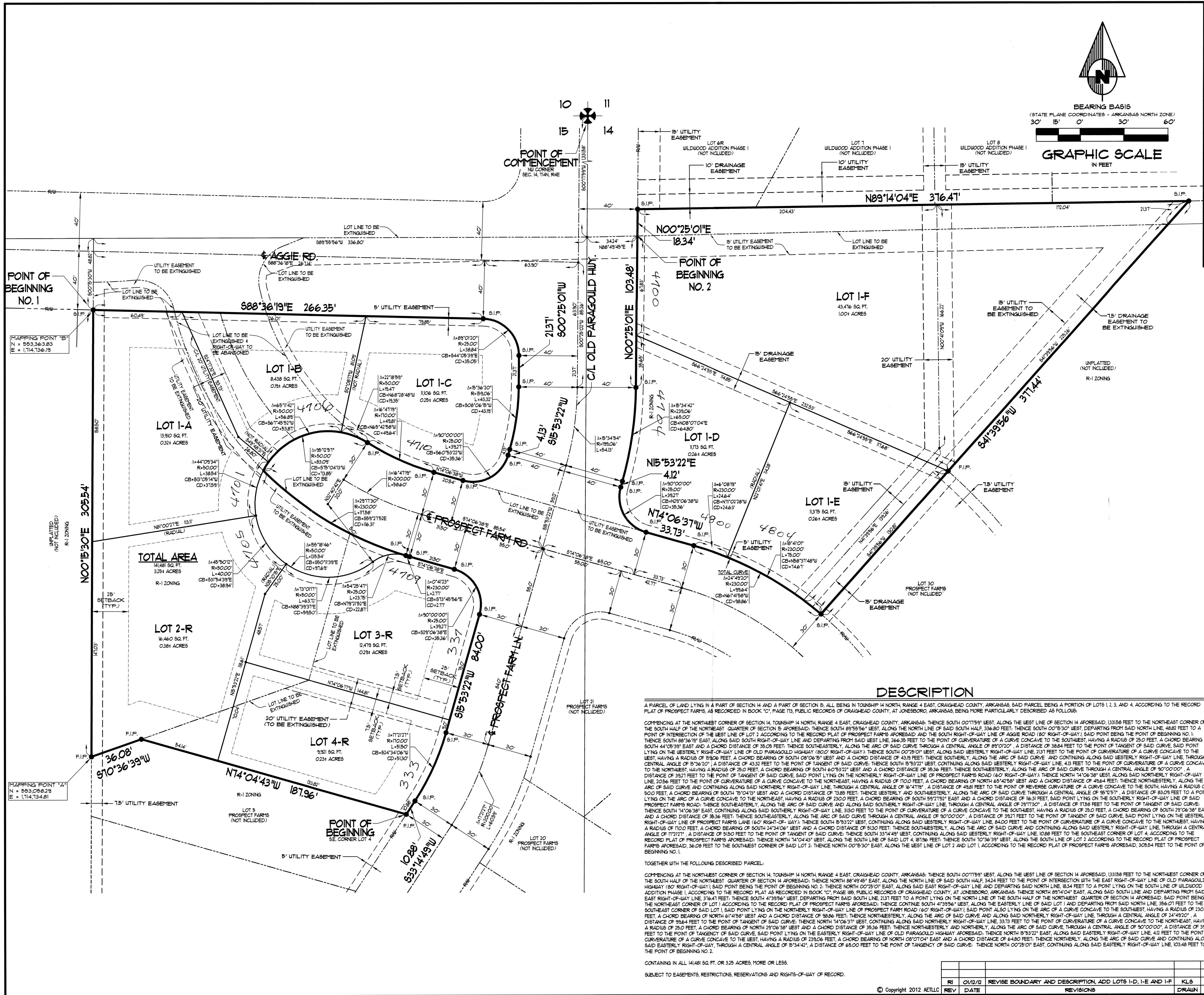
A PORTION OF PROSPECT FARM ROAD LYING SOUTH OF AGGIE ROAD AND WEST OF PROSPECT FARM LANE FOR THE PURPOSE OF RE-ALIGNMENT OF THE INTERSECTION OF OLD PARAGOULD HWY AND AGGIE ROAD. THIS RIGHT-OF-WAY ABANDONMENT IS NECESSARY BECAUSE OF THE NEW ALIGNMENT AND WILL CAUSE THE RELOCATION OF UTILITY AND DRAINAGE EASEMENTS. SEE ATTACHED REPLAT OF LOTS 1, 2, 3 AND 4 OF PROSPECT FARMS SUBDIVISION FOR THE PROPOSED LOCATIONS OF RIGHT-OF-WAY AND EASEMENTS.

Be vacated and abandoned; AND

WHEREAS, the petition has been presented to the City Council of the City of Jonesboro, Arkansas; AND

WHEREAS, Arkansas Code Annotated §14-301-302, requires two weeks public notice before the above right of way can be vacated and abandoned;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jonesboro, Arkansas, that the City Clerk is directed to publish a notice once a week for two consecutive weeks advising the public of the request mentioned above and this matter will be heard before the City Council on _____, at _____ p.m. o'clock in the Council Chambers, 900 West Monroe, Jonesboro, Arkansas.



LEGEND

- BOUNDARY LINE
- - - ADJACENT LOT LINE
- EASEMENT LINE
- - - BUILDING SETBACK LINE
- FOUND IRON PIPE
- SET 1-1/4" IRON PIPE W/ #8 #166 CAP
- UNFLATTED (NOT INCLUDED)
- R-1 ZONING

OWNER'S CERTIFICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF PROPERTY AS DESCRIBED HEREON, THAT WE ADOPT THE PLAN OF SUBDIVISION AND DEDICATE THIS PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

John Sloan
 J. J. DEVELOPMENT COMPANY
 JOHN SLOAN, PRESIDENT
 201 W. WASHINGTON, JONESBORO, ARKANSAS

City of Jonesboro, ARKANSAS
 DATE: 01-17-12
 FILE # BR 11-57
 FINAL APPROVAL
 PRELIMINARY (NOT FOR RECORDING)
 PLANNING DEPT. APPROVED BY: *[Signature]*
 ENGINEERING DEPT. APPROVED BY: *[Signature]*

DESCRIPTION

A PARCEL OF LAND LYING IN A PART OF SECTION 14 AND A PART OF SECTION 15, ALL BEING IN TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, SAID PARCEL BEING A PORTION OF LOTS 1, 2, 3, AND 4, ACCORDING TO THE RECORD PLAT OF PROSPECT FARMS, AS RECORDED IN BOOK "C", PAGE 173, PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, THENCE SOUTH 00°17'59" WEST, ALONG THE WEST LINE OF SECTION 14 AFORESAID, 1331.56 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 14 AFORESAID; THENCE SOUTH 89°55'56" WEST, ALONG THE NORTH LINE OF SAID SOUTH HALF, 336.80 FEET; THENCE SOUTH 00°17'59" WEST, DEPARTING FROM SAID NORTH LINE, 48.81 FEET TO A POINT OF INTERSECTION OF THE WEST LINE OF LOT 2 ACCORDING TO THE RECORD PLAT OF PROSPECT FARMS AFORESAID AND THE SOUTH RIGHT-OF-WAY LINE OF AGGIE ROAD (60' RIGHT-OF-WAY); SAID POINT BEING THE POINT OF BEGINNING NO. 1; THENCE SOUTH 89°55'56" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE AND DEPARTING FROM SAID WEST LINE, 366.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.0 FEET, A CHORD BEARING OF SOUTH 44°23'31" EAST AND A CHORD DISTANCE OF 35.05 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°02'00", A DISTANCE OF 38.84 FEET TO THE POINT OF TANGENT OF SAID CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD PARAGOULD HIGHWAY (80' RIGHT-OF-WAY); THENCE SOUTH 00°17'59" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 21.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 19.06 FEET, A CHORD BEARING OF SOUTH 08°26'15" WEST AND A CHORD DISTANCE OF 43.91 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 87°26'20", A DISTANCE OF 41.31 FEET TO THE POINT OF TANGENT OF SAID CURVE, THENCE SOUTH 15°33'22" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 41.3 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 10.0 FEET, A CHORD BEARING OF NORTH 65°42'38" WEST AND A CHORD DISTANCE OF 48.81 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 16°41'18", A DISTANCE OF 49.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 9.00 FEET, A CHORD BEARING OF SOUTH 19°04'13" WEST AND A CHORD DISTANCE OF 13.85 FEET; THENCE WESTERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°19'51", A DISTANCE OF 83.09 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 59°17'25" EAST AND A CHORD DISTANCE OF 16.31 FEET; SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PROSPECT FARMS ROAD; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 115°58' FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE SOUTH 14°06'38" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 31.50 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.0 FEET, A CHORD BEARING OF SOUTH 29°06'38" EAST AND A CHORD DISTANCE OF 38.36 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENT OF SAID CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD PARAGOULD HIGHWAY AFORESAID; THENCE NORTH 14°06'38" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 10.88 FEET TO THE SOUTHEAST CORNER OF LOT 4, ACCORDING TO THE RECORD PLAT OF PROSPECT FARMS AFORESAID; THENCE NORTH 14°04'43" WEST, ALONG THE SOUTH LINE OF SAID LOT 4, 4.81 FEET; THENCE SOUTH 10°26'39" WEST, ALONG THE SOUTH LINE OF LOT 2, ACCORDING TO THE RECORD PLAT OF PROSPECT FARMS AFORESAID, 36.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 00°19'30" EAST, ALONG THE WEST LINE OF LOT 2 AND LOT 1, ACCORDING TO THE RECORD PLAT OF PROSPECT FARMS AFORESAID, 309.54 FEET TO THE POINT OF BEGINNING NO. 1.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°17'59" WEST, ALONG THE WEST LINE OF SECTION 14 AFORESAID, 1331.56 FEET TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 14 AFORESAID; THENCE NORTH 89°49'49" EAST, ALONG THE NORTH LINE OF SAID SOUTH HALF, 342.4 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF OLD PARAGOULD HIGHWAY (80' RIGHT-OF-WAY); SAID POINT BEING THE POINT OF BEGINNING NO. 2; THENCE NORTH 00°17'59" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE AND DEPARTING FROM SAID NORTH LINE, 83.44 FEET TO A POINT LYING ON THE SOUTH LINE OF WILDOOD ADDITION PHASE I, ACCORDING TO THE RECORD PLAT AS RECORDED IN BOOK "C", PAGE 185, PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS; THENCE NORTH 89°14'04" EAST, ALONG SAID SOUTH LINE AND DEPARTING FROM SAID EAST RIGHT-OF-WAY LINE, 316.41 FEET; THENCE SOUTH 47°39'56" WEST, DEPARTING FROM SAID SOUTH LINE, 21.31 FEET TO A POINT LYING ON THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 14 AFORESAID; SAID POINT BEING THE NORTHEAST CORNER OF LOT 1 ACCORDING TO THE RECORD PLAT OF PROSPECT FARMS AFORESAID; THENCE CONTINUE SOUTH 47°39'56" WEST, ALONG THE EAST LINE OF SAID LOT 1 AND DEPARTING FROM SAID NORTH LINE, 396.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; SAID POINT LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF PROSPECT FARMS ROAD (60' RIGHT-OF-WAY); SAID POINT ALSO LYING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 23.00 FEET, A CHORD BEARING OF NORTH 67°41'58" WEST AND A CHORD DISTANCE OF 98.86 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 24°49'20", A DISTANCE OF 39.64 FEET TO THE POINT OF TANGENT OF SAID CURVE; THENCE NORTH 14°06'38" WEST, CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 33.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 10.0 FEET, A CHORD BEARING OF NORTH 29°06'38" WEST AND A CHORD DISTANCE OF 38.36 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.21 FEET TO THE POINT OF TANGENT OF SAID CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF OLD PARAGOULD HIGHWAY AFORESAID; THENCE NORTH 15°33'22" WEST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 41.2 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 23.00 FEET, A CHORD BEARING OF NORTH 09°07'04" EAST AND A CHORD DISTANCE OF 44.80 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 87°34'42", A DISTANCE OF 65.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 00°19'30" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 103.48 FEET TO THE POINT OF BEGINNING NO. 2.

CONTAINING IN ALL 14,481 SQ. FT. OR 3.29 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

REV	DATE	REVISIONS	CHKD	DRWN	MFM
1	01/12/12	REVISE BOUNDARY AND DESCRIPTION, ADD LOTS 1-D, 1-E AND 1-F	KL5	KL5	

Copyright 2012 AETLC

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING AND TESTING, LLC HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS, OTHER THAN AS SHOWN OR STATED HEREON, AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS" IN EFFECT ON THIS DATE.

DATE OF SURVEY: 11/6/2011

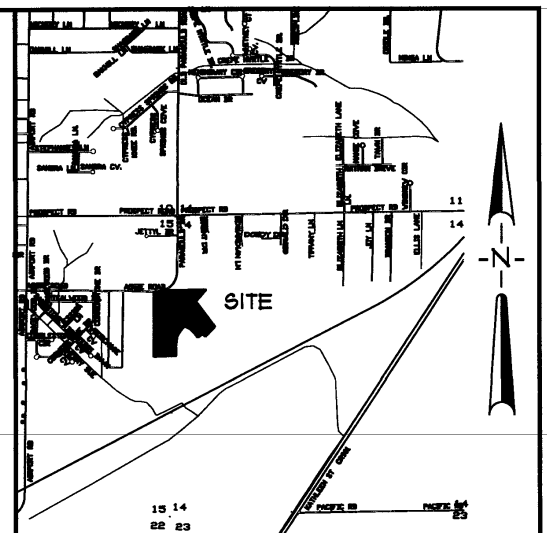
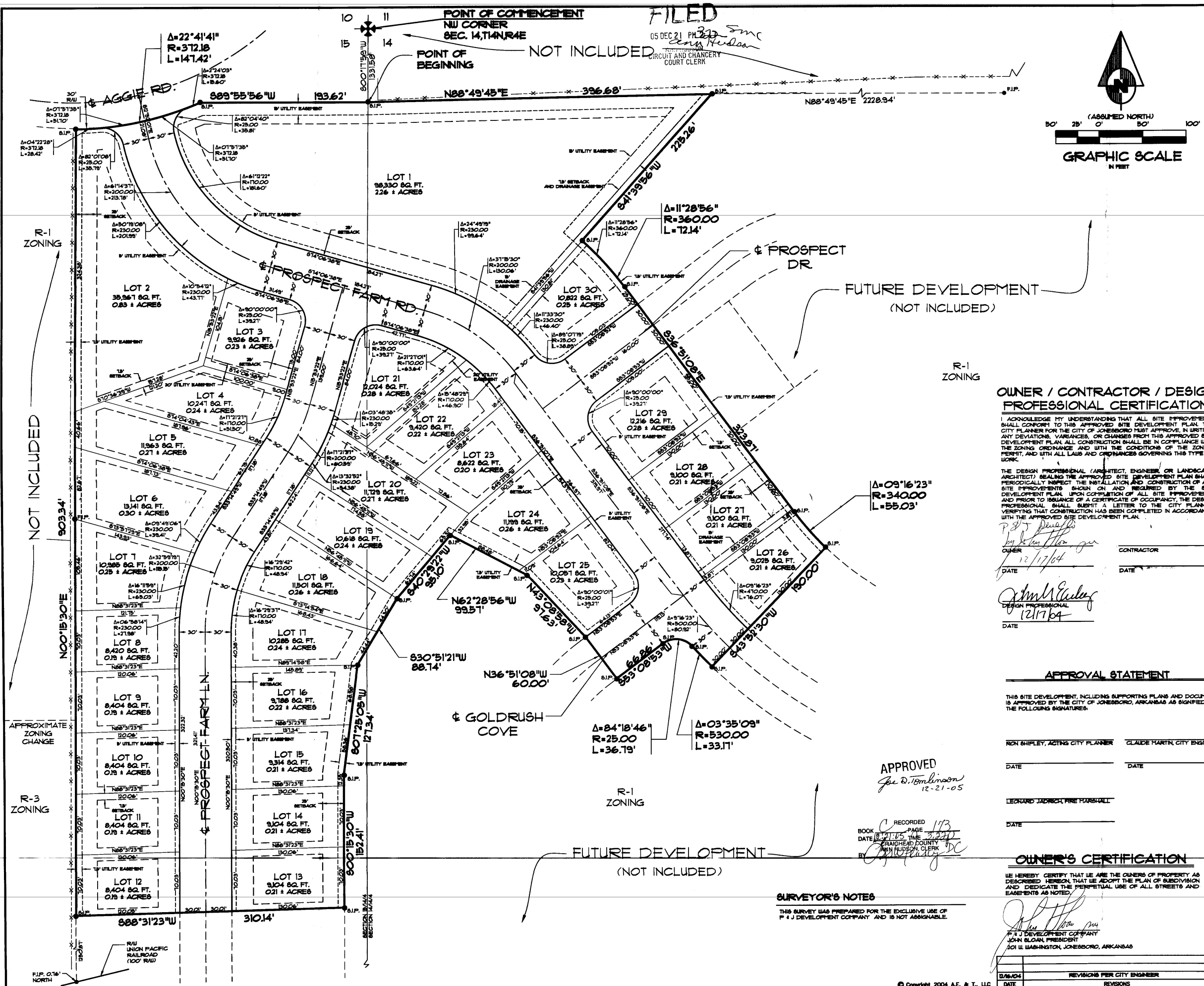
[Signature]
 ASSOCIATED ENGINEERING AND TESTING, LLC
 STATE OF ARKANSAS
 NO. 299
 REGISTERED PROFESSIONAL SURVEYOR
 ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS, 166

NOTE: TO BE VALID, COPIES MUST HAVE ORIGINAL SURVEYOR'S SIGNATURE AND SURVEYOR'S SEAL.

ASSOCIATED ENGINEERING AND TESTING, LLC
 CIVIL ENGINEERING, LAND SURVEYING AND MATERIALS TESTING
 103 SOUTH CHURCH STREET - P.O. BOX 1462 - JONESBORO, AR 72403
 PH: 870-932-3594 FAX: 870-935-1263

REPLAT OF LOTS 1, 2, 3 AND 4 PROSPECT FARMS JONESBORO, ARKANSAS

DRAWN: KL5	CHECKED: KL5	DATE: 01/12/12	SHEET: 6
SCALE: 1" = 30'	CADD FILE: 04254-38-R	DWG: 04181-0018	1 OF 1



LEGEND
 • F.I.P. FOUND IRON PIPE
 • S.I.P. SET IRON PIPE W/ FL6 7/66 CAP
 - - - BOUNDARY LINE

DESCRIPTION
 A PARCEL OF LAND LYING IN A PART OF SECTION 14 AND A PART OF SECTION 15 IN TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°15'30" WEST, ALONG THE WEST LINE OF SECTION 14 AFORESAID, 1331.98 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 14 AFORESAID AND THE POINT OF BEGINNING; THENCE NORTH 88°49'45" EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 14 AFORESAID, 228.26 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 360.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 41°28'56" WEST, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°28'56", A DISTANCE OF 12.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 36°12'14" WEST, 12.14 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41°28'56" WEST, 360.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 932,958 SQ. FT. OR 2.22 ACRES, MORE OR LESS.
 SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

APPROVAL STATEMENT
 THIS SITE DEVELOPMENT, INCLUDING SUPPORTING PLANS AND DOCUMENTS, IS APPROVED BY THE CITY OF JONESBORO, ARKANSAS AS SIGNIFIED BY THE FOLLOWING SIGNATURES:

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT ASSOCIATED ENGINEERING AND TESTING, LLC HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ADVERSE ENCUMBRANCES OTHER THAN AS SHOWN OR STATED HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYING.

DATE OF BOUNDARY SURVEY: 11/6/04
 [Signature]
 KENNETH L. SCARF
 PROFESSIONAL LAND SURVEYOR
 ARKANSAS CERTIFICATE NO. 766

OWNER'S CERTIFICATION
 WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF PROPERTY AS DESCRIBED HEREON, THAT WE ADOPT THE PLAN OF SUBDIVISION AND DEDICATE THE PERPETUAL USE OF ALL STREETS AND EASEMENTS AS NOTED.

ASSOCIATED ENGINEERING AND TESTING, LLC
 CIVIL ENGINEERING, LAND SURVEYING AND MATERIALS TESTING
 103 SOUTH CHURCH STREET - JONESBORO, AR 72401
 PH: 810-932-3594 FAX: 810-935-1263

RECORD FLAT
PROSPECT FARMS
JONESBORO, ARKANSAS

DATE: 12/16/04
 REVISIONS PER CITY ENGINEER: [Blank]
 CLS: [Blank]
 DATE: 11/17/04
 SCALE: 1" = 80'
 DDD FILE: 04294-14 DWG: 04444.0004
 SHEET: 4 OF 11



Aggie

Prospect Farm

Prospect

317

321

325

329

336

341

345

329

325

321

336

4805

4809

322

326

322

4901

4905

4900

4904