thence continue along West line of Hill Park Addition S00°38'00"W a distance of

thence S01°06'38"W along the West right of way line of Ritter Dr. a distance of

Nazarene Tract and partway along the North line of Wyndchase Addition a distance

thence N00°24'48"E along aforesaid East line of Indian Hills Addition a distance of

thence N89°32'30"E partway along the Blessed Sacrament Highland Addition and the

run S 89°29'46"W partway along the North line of Forest Home Church of the

thence N00°24'48"E along said East line of Indian Hills Addition a distance of

96.73 ft. to a point; thence leaving said East line of Indian Hills Addition,

Amended Plat of Highland Forest a distance of 1318.71 ft. to the POINT OF BEGINNING, containing in all 28.11 acres, and being subject to any easements of

59.33 ft. to a point; thence leaving said right of way line of Mayfield Dr.,

76.77 ft. to a point on the North right of way line of Mayfield Dr.;

of 1704.94 ft. to a point on the East line of Indian Hills Addition;

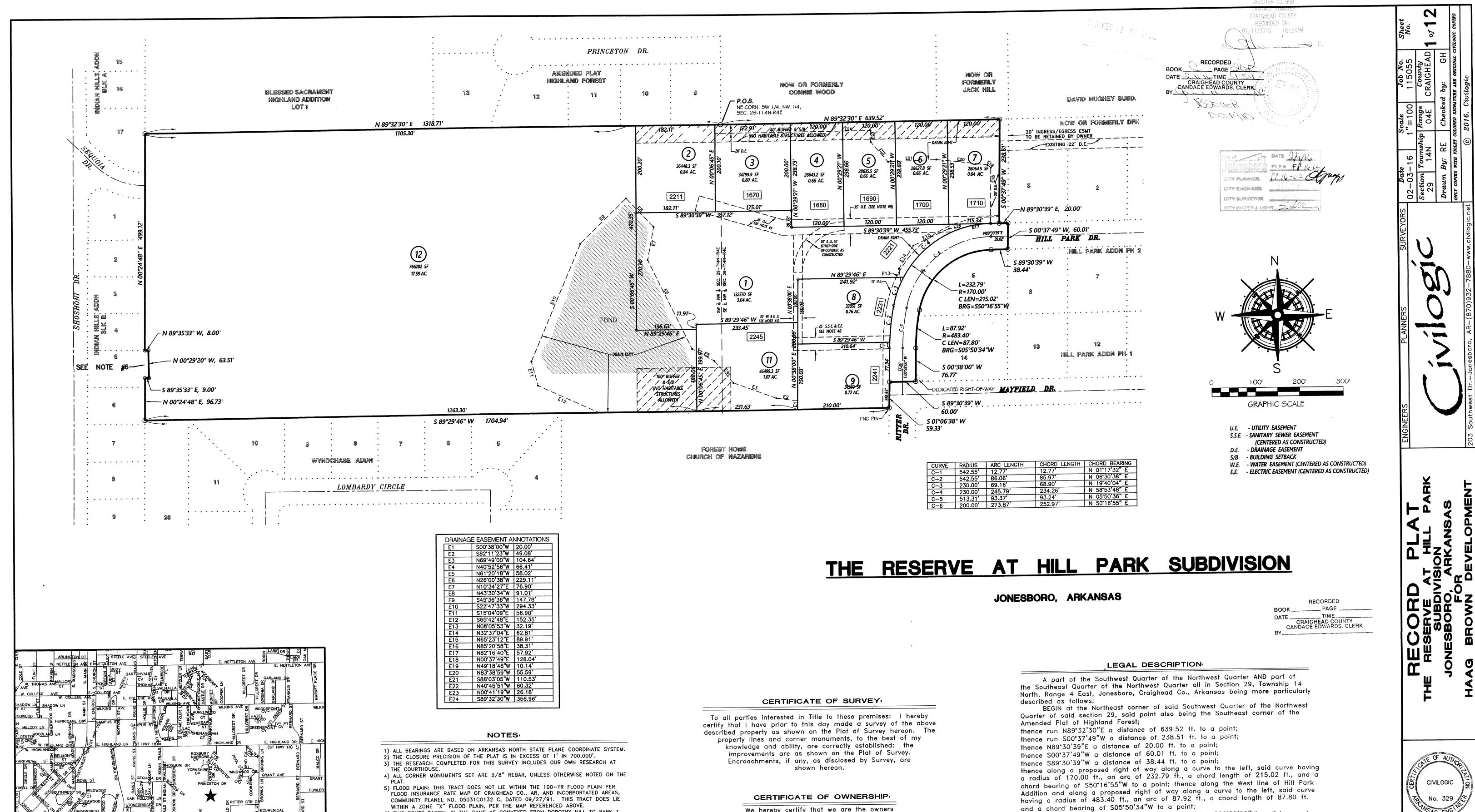
thence S89°30'39"W, a distance of 60.00 ft. to a point;

thence S89°35'33"E a distance of 9.00 ft. to a point;

thence N00°29'20"W a distance of 63.51 ft. to a point;

thence N89°35'33"W a distance of 8.00 ft. to a point;

499.12 ft. to a point;



6) THIS "OUT" PARCEL IS THE SAME AS CONVEYED FROM DOROTHY HILL TO PARK T.

25' FRONT SETBACK (LOTS 1, 8, 9, & 11)

10' SIDE SETBACK

20' REAR SETBACK

SURFACES UPON COMPLETION OF SAID SURFACES.

7) CURRENT ZONING: P.D. L.U.O.

CITY WATER & LIGHT.

CITY WATER & LIGHT.

12) LOT 10 IS OMITTED.

BROWNS LANE ACCESS RD BROWNS LANE ACCESS RUAL FOR N MARTIN EXPY US HWY 63

LOCATION MAP

INTERS RIDGE REHITESTONE DR

VICKERS AND TERESA N. VICKERS PER QUIT CLAIM DEED LISTED AS JB2012R-006265.

28' FRONT SETBACK (LOTS 2, 3, 4, 5, 6, & 7)

8) 25' SAN. SEWER EASEMENT & INGRESS/EGRESS AND RIGHT OF ENTRY GRANTED TO

9) 35' UTILITY EASEMENT & INGRESS/EGRESS AND RIGHT OF ENTRY GRANTED TO

10) 20' WATER LINE EASEMENT & INGRESS/EGRESS AND RIGHT OF ENTRY GRANTED TO

11) INGRESS/EGRESS AND RIGHT OF ENTRY GRANTED TO RESPECTIVE UTILITIES AND TO

MUNICIPAL AND EMERGENCY SERVICES OVER AND ACROSS ALL PAVED DRIVING

We hereby certify that we are the owners

of the property shown and described

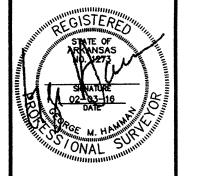
hereon, that we adopt the plan of

subdivision and dedicate perpetual

use of all streets and easements

as noted.

CIVILOGIC



JOB NO.: 115055 SHEET NUMBER

PP16-02/FP 16-02



JB2016R-001910 CANDACE EDWARDS CRAIGHEAD COUNTY RECORDED ON: 09:54AM

## **MAINTENANCE ASSURANCE** FOR STORMWATER MANAGEMENT FACILITIES PAGE 1 OF 2

02/11/2016 BY I hanna

## **Property Identification**

Project Name: The Reserve at Hill Park Subdivision

Project Address: Several addresses assigned; New street ties Ritter Drive to Hill Park Drive, Jonesboro, AR 72401

Haag Brown Development, LLC

Owner Address: 2915 Brown's Lane

City:

Jonesboro, AR 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this assurance is made to the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" on \_\_\_\_\_ day of \_\_ 2016, by Haag Brown Development, 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 or easement (the "Plat" or "Easement") for The Reserve at Hill Park Subdivision, as recorded in the records of Craighead County, Arkansas.

WHEREAS, 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 property owners' association or homeowners' association in perpetuity.

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.

NOW, THEREFORE, in consideration of the foregoing premises, the Developer agrees 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 property owners' association or homeowners' association, shall adequately maintain the on-site stormwater runoff management facilities in perpetuity.

## **MAINTENANCE ASSURANCE** FOR STORMWATER MANAGEMENT FACILITIES PAGE 2 OF 2

- 3. 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.
- 4. 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, executers, assigns, heirs and any other successors in interests, including any property owners' association or homeowners' association.

Owner/Agent:

Mr. Josh Brown

**Printed Name** 

STATE OF ARKANSAS **COUNTY OF CRAIGHEAD** 

On this day before me, the undersigned officer, personally appeared Mr. Jimmy Wade, 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 <u>and</u>day of <u>Feb</u>, 20 16.

**ASHLEY KELLER** 

Arkansas - Craighead County Notary Public - Comm# 12395990 My Commission Expires Oct 18, 2023

My Commission Expires: 10-18-22