



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Signature Copy

Resolution: R-EN-029-2019

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**File Number: RES-19:011**

**Enactment Number: R-EN-029-2019**

A RESOLUTION TO THE CITY OF JONESBORO TO ENTER INTO AN  
INDEMNIFICATION AGREEMENT WITH WINTERS, LLC

WHEREAS, Winters, LLC wishes to install a traffic island and landscaping in the City right of way.

WHEREAS, the City of Jonesboro wishes to enter into an agreement with Deer Valley Estates, LLC to indemnify the City of Jonesboro from and against any and all claims against the City of Jonesboro for any damages as a result of the installation of a traffic island and landscaping being placed in the City right of way along on Valencia Drive in the Villas at Sage Phase III subdivision

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

Section 1: The City of Jonesboro shall enter into an agreement with Winters, LLC to indemnify the City of Jonesboro from and against any claims against the City of Jonesboro for any damages resulting from the traffic island and landscaping being placed in the City right of way on Valencia Drive in the Villas at Sage Phase III subdivision.

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

PASSED AND APPROVED this 19th day of March, 2019.



ATTEST

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

**Indemnification Agreement**  
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Now comes Winters, LLC, its successors and assigns, including any property owners' association or homeowners' association, who appears herein to indemnify the City of Jonesboro from and against any and all claims against the City of Jonesboro from any damages resulting from the traffic island and landscaping being placed in the City right of way on Valencia Drive in the Villas at Sage Phase III subdivision.

The signage installed herein shall be owned and maintained by Winters, LLC, its successors and assigns, including any property owners' association or homeowners' association and any subsequent owners until such time that the improvements are not longer needed and have been permanently removed to the City of Jonesboro's satisfaction.

The City of Jonesboro may remove the improvements at any time if said improvements are not being adequately maintained, or at any other time it is determined to be necessary, and Winters, LLC, its successors and assigns, including any property owners' association or homeowners' association and any subsequent property owner shall received no compensation for such removal. The City of Jonesboro shall not be responsible for the improvements or any damages to the improvements caused by itself or any third party. Winters, LLC, its successors and assigns, including any property owners' association or homeowners' association and any subsequent property owner shall be solely responsible for the improvements and any damage to such improvements.

Winters, LLC

By: Brandon Winters  
Brandon Winters, Member

Sworn to and subscribed before me on this 29 day of January, 2019.

Roy Dale Adams

Notary Public

