

Return recorded document to:  
CITY OF JONESBORO  
300 South Church Street  
JONESBORO, AR 72401

The above space is reserved for Craighead County recording information.

## PERMANENT DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That Scott Younge, 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 drainage easement the following described real property in Craighead County, State of Arkansas, to-wit:

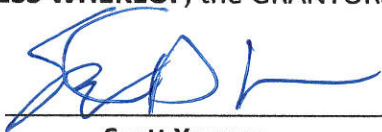
A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 4 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, RUN N00°44'07"E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 211.61 FT. TO A POINT; THENCE LEAVING SAID EAST LINE, RUN S88°50'54"W A DISTANCE OF 78.48 FT. TO A POINT ALONG THE WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUE S88°50'54"W A DISTANCE OF 574.94 FT. TO A POINT; THENCE N00°44'07"E 134.19 FT. TO A POINT; THENCE S89°15'33"E A DISTANCE OF 85.00 FT. TO A POINT; THENCE S00°44'07"W A DISTANCE OF 86.36 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 118.98 FT. TO A POINT; THENCE S70°33'19"E A DISTANCE OF 19.90 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 351.26 FT. TO A POINT ON AFORESAID WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD; THENCE S00°27'25"E ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 38.00 FT. TO THE POINT OF BEGINNING.

This easement and right of way is for the purpose of making drainage improvements and maintaining said improvements within the City of Jonesboro. 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 2nd day of August, 2021.

Signature



Scott Younge

**ACKNOWLEDGMENT**

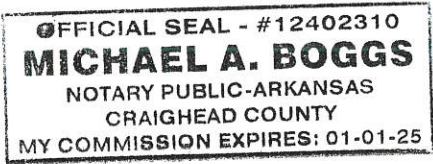
STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the Owner, personally appeared Scott Younge 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.

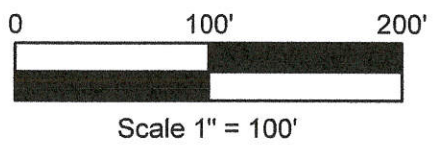
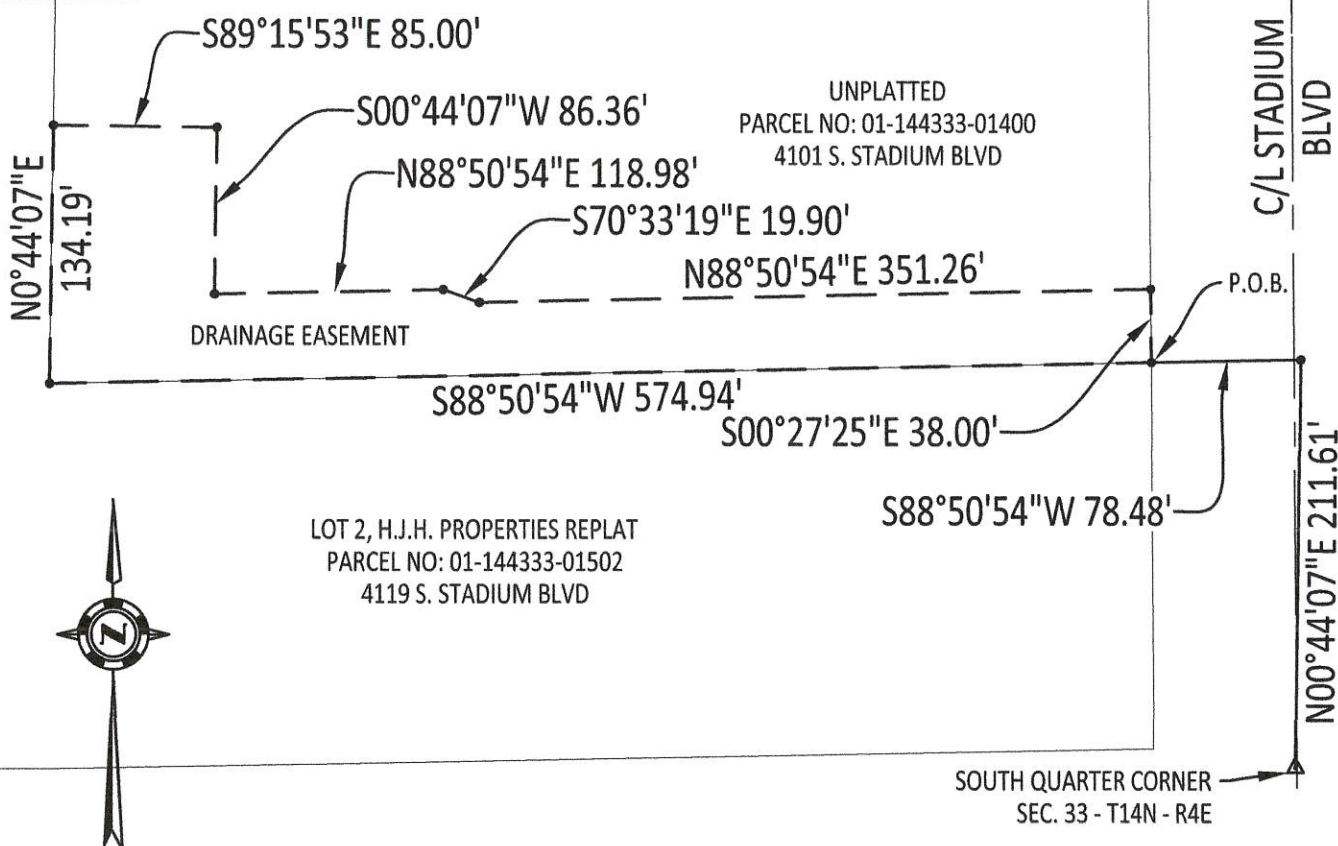
WITNESS my hand and seal this 2nd day of August, 2021.

Notary Public (Signature) Michael A. Boggs

My Commission Expires: 01-01-2025







**LEGAL DESCRIPTION: DRAINAGE EASEMENT**

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 14 NORTH, RANGE 4 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, RUN N00°44'07"E ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 211.61 FT. TO A POINT; THENCE LEAVING SAID EAST LINE, RUN S88°50'54"W A DISTANCE OF 78.48 FT. TO A POINT ALONG THE WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING, THENCE CONTINUE S88°50'54"W A DISTANCE OF 574.94 FT. TO A POINT; THENCE N00°44'07"E 134.19 FT. TO A POINT; THENCE S89°15'33"E A DISTANCE OF 85.00 FT. TO A POINT; THENCE S00°44'07"W A DISTANCE OF 86.36 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 118.98 FT. TO A POINT; THENCE S70°33'19"E A DISTANCE OF 19.90 FT. TO A POINT; THENCE N88°50'54"E A DISTANCE OF 351.26 FT. TO A POINT ON AFORESAID WEST RIGHT OF WAY LINE OF STADIUM BOULEVARD; THENCE S00°27'25"E ALONG SAID WEST RIGHT OF WAY A DISTANCE OF 38.00 FT. TO THE POINT OF BEGINNING.



2918 WOOD STREET  
 JONESBORO, AR 72404  
 PH: 1-870-243-0092  
 WWW.HORIZONLANDSURVEYING.COM

**DRAINAGE EASEMENT EXHIBIT**

DRAWING INFO		REVISIONS		
DRAWN BY:	BRE	DATE	BY	DESCRIPTION
DATE:	06/04/2021			
SCALE:	1"=100'			
JOB NO:	H19-113			
PLAT CODE:				



**MAINTENANCE ASSURANCE  
FOR STORMWATER MANAGEMENT FACILITIES**

**Property Identification**

**Project Name:** Andy Storage Expansion  
**Project Address:** 4119 Stadium Blvd  
**Owner(s):** Scott Younge  
**Owner Address:** 4119 Stadium Blvd  
**City:** Jonesboro **State:** AR **Zip Code:** 72404

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 2<sup>nd</sup> day of August, 2021, by Scott Younge, 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 easement for Andy's Storage Expansion 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, 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.
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 assurance 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.

Owner/Agent:	<u>Scott Younge</u>		<u>8.2.21</u>
	Printed Name	Signature	Date
Owner/Agent:	_____	_____	_____
	Printed Name	Signature	Date

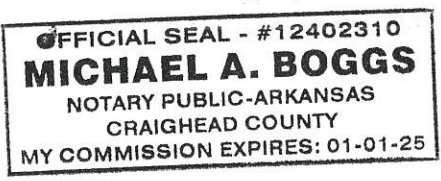
STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Scott Younge, 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 2<sup>nd</sup> day of August, 2021.

Michael A Boggs  
Notary Public (Printed Name)

  
Notary Public (Signature)



My Commission Expires: 01-01-2025