



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

---

Tuesday, November 1, 2011

5:30 PM

Huntington Building

---

### 1. Call To Order

### 2. Approval of minutes

[MIN-11:085](#) Minutes for the Public Works Committee meeting on October 4, 2011

**Attachments:** [Minutes](#)

### 3. New Business

#### *Resolutions To Be Introduced*

[RES-11:171](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WILDWOOD ADDITION PHASE II, A RESIDENTIAL SUBDIVISION

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)

[RES-11:172](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR REES COMMERCE DRIVE, 1ST ADDITION, A RESIDENTIAL SUBDIVISION

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)

[RES-11:173](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ROBERT J. BRADBERRY & WELTHA M. BRADBERRY FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Permanent Drainage Easement.pdf](#)

[RES-11:174](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ROBERTO MORENO-ROCHA FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Permanent Drainage Easement.pdf](#)

**RES-11:175** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM HALSEY LAND COMPANY LLC FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

**Attachments:** [Permanent Drainage Easement.pdf](#)

**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-11:085    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 10/5/2011    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Works Committee meeting on October 4, 2011  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

title  
Minutes for the Public Works Committee meeting on October 4, 2011



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Minutes - Draft Public Works Council Committee

---

Tuesday, October 4, 2011

5:45 PM

Huntington Building

---

### 1. Call To Order

*Mayor Perrin was also in attendance. Councilman Charles Coleman arrived at the meeting at 5:48 p.m.*

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

### 2. Approval of minutes

**MIN-11:076** Minutes for the Public Works Committee meeting on September 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:** 4 - Gene Vance;Chris Moore;Mitch Johnson and Darrel Dover

**Absent:** 1 - Charles Coleman

### 3. New Business

#### *Resolutions To Be Introduced*

**RES-11:162** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR LOT 1 KEITH DAVIS MINOR PLAT, 6023 SOUTH CARAWAY ROAD, A RESIDENTIAL DEVELOPMENT

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)

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

**Aye:** 4 - Gene Vance;Chris Moore;Mitch Johnson and Darrel Dover

**Absent:** 1 - Charles Coleman

**RES-11:164** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR "REPLAT OF NOELL PARKER ROAD ADDITION", DNW, A COMMERCIAL DEVELOPMENT

**Sponsors:** Engineering

**Attachments:** [Maintenance Agreement.pdf](#)

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

**Aye:** 4 - Gene Vance;Chris Moore;Mitch Johnson and Darrel Dover

**Absent:** 1 - Charles Coleman

**RES-11:169**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH GARVER, LLC TO PERFORM PROFESSIONAL ENGINEERING SERVICES

**Sponsors:** Engineering

**Attachments:** [Agreement.pdf](#)

*City Engineer Craig Light explained this is for the Bridge Street bridge rehabilitation project and the City is trying to get it designed this year so it can go out to bid. He added as soon as the overpass to ASU is completed then the City will be able to either shut down or limit the use on Bridge Street for this project. Discussion was then held concerning what work will be done on the bridge.*

*Councilman Chris Moore asked how long the bridge will be closed. Mr. Light answered they are looking at a couple of weeks at a time, but they are not planning on having the bridge closed during the entire construction period. He noted the City will know more once the plans are developed.*

*Councilman Gene Vance recommended figuring out what the total construction time would be by totally closing the bridge verses closing the bridge at several different times. He added the work could be completed faster if the bridge is closed completely.*

*Mayor Perrin stated he would prefer the bridge be totally closed during the construction.*

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, 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**

**5. Other Business**

**6. Public Comments**

**7. Adjournment**

**A motion was made by Councilman Darrel Dover, seconded by Councilman Gene Vance, 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)

<b>File #:</b>	RES-11:171	<b>Version:</b>	1	<b>Name:</b>	Maintenance agreement for Wildwood Addition, Phase II
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/29/2011	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WILDWOOD ADDITION PHASE II, A RESIDENTIAL SUBDIVISION				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Maintenance Agreement.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR WILDWOOD ADDITION PHASE II, 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, RWT Land Development, Inc. has submitted a Maintenance Agreement for Stormwater Management Facilities for Wildwood Addition Phase II 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 RWT Land Development, Inc. and authorizes the filing of a record plat for Wildwood Addition Phase II 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: Wildwood Addition Phase II  
Project Address: Wildwood Addition Phase II  
Owner(s): RWT Land Development, Inc. (Bob Troutt)  
Owner Address: 2209A Grant Ave.  
City: Jonesboro State: AR Zip Code: 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 28 day of September, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and RWT Land Development, Inc., 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 Wildwood Addition Phase II 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:	<u>Robert W. Jones II</u> Printed Name	 Signature	<u>9/28/11</u> Date
Owner/Agent:	_____ Printed Name	_____ Signature	_____ Date

STATE OF ARKANSAS  
 COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared ROBERT. W. TRANT, 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 28 day of September, 2011.

Jeanine Bare  
Notary Public (Printed Name)

Jeanine Bare  
Notary Public (Signature)



My Commission Expires: 11/2/14

Accepted by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



## Legislation Details (With Text)

<b>File #:</b>	RES-11:172	<b>Version:</b>	1	<b>Name:</b>	Maintenance agreement for Rees Commerce Drive, First Addition
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	10/3/2011	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR REES COMMERCE DRIVE, 1ST ADDITION, A RESIDENTIAL SUBDIVISION				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Maintenance Agreement.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### Title

A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR REES COMMERCE DRIVE, 1<sup>ST</sup> ADDITION, 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;

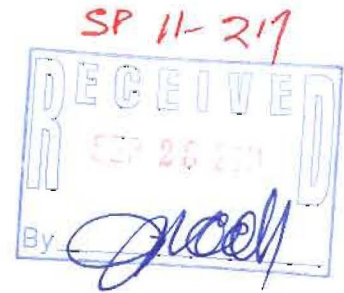
WHEREAS, Robert Rees has submitted a Maintenance Agreement for Stormwater Management Facilities for Rees Commerce Drive, 1<sup>st</sup> Addition development;

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 Robert Rees and authorizes the filing of a record plat for Rees Commerce Drive 1<sup>st</sup> 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: Rees Commerce Drive 1<sup>st</sup> Addition  
Project Address: 1200 Commerce Drive, Jonesboro, AR  
Owner(s): Robert Rees  
Owner Address: PO Box 2516  
City: Jonesboro State: AR Zip Code: 72402

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this 2 day of September, 2011, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and Robert Rees, 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 Rees Commerce Drive 1<sup>st</sup> 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:	Robert Rees		2SEP11
	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 Robert Ross 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 8 day of Sept, 2011.

B. Diane Crews  
Notary Public (Printed Name)

B. Diane Crews  
Notary Public (Signature)



My Commission Expires: 6-01-21

Accepted by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Date



## Legislation Details (With Text)

<b>File #:</b>	RES-11:173	<b>Version:</b>	1	<b>Name:</b>	Permanent drainage easement from Roberty & Weltha Bradberry
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	10/4/2011	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ROBERT J. BRADBERRY & WELTHA M. BRADBERRY FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Easement				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Permanent Drainage Easement.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ROBERT J. BRADBERRY & WELTHA M. BRADBERRY FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

### Body

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of making drainage improvements to the Viney Slough Tributary in the area of Limestone and Richardson Road:

A part of the North Half of the Northwest Quarter of Section 10, Township 13 North, Range 4 East, Jonesboro, Craighead County, Arkansas, being more particularly described as follows: The North 65 feet of the East 900 feet of the North Half of the Northwest Quarter of Section 10, Township 13 North, Range 4 East, Jonesboro, Craighead County, Arkansas.

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

Section 1: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

Return recorded document to:  
CITY OF JONESBORO  
515 WEST WASHINGTON  
JONESBORO, AR 72401

Perm Easement #1

The above space is reserved for Craighead County recording information.

## PERMANENT DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTORS **Robert J. Bradberry & Weltha M. Bradberry**, do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

**A part of the North Half of the Northwest Quarter of Section 10, Township 13 North, Range 4 East, Jonesboro, Craighead County, Arkansas, being more particularly described as follows: The North 65 feet of the East 900 feet of the North Half of the Northwest Quarter of Section 10, Township 13 North, Range 4 East, Jonesboro, Craighead County, Arkansas.**

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 4<sup>th</sup> day of October, 2011.

Signature Deceased  
Robert J. Bradberry

Signature Weltha M. Bradberry  
Weltha M. Bradberry

### ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared **Robert J. Bradberry & Weltha M. Bradberry**, 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 4<sup>th</sup> day of October, 2011.

Chrystal Leigh Glisson  
Notary Public (Signature)

My Commission Expires: 11-20-13







## Legislation Details (With Text)

<b>File #:</b>	RES-11:174	<b>Version:</b>	1	<b>Name:</b>	Permanent drainage easement from Roberto Moreno-Rocha
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	10/4/2011	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ROBERTO MORENO-ROCHA FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Easement				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Permanent Drainage Easement.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM ROBERTO MORENO-ROCHA FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

### Body

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of making drainage improvements to the Viney Slough Tributary in the area of Limestone and Richardson Road:

A part of the Southeast Quarter of the Southwest Quarter of Section 3, Township 13 North, Range 4 East, Jonesboro, Craighead County, Arkansas, being more particularly described as follows: Commencing at the Southwest Corner of said Section 3; thence East along the South line of said Section 3 a distance of 1669.0 feet to the point of beginning; thence North 01°06' East a distance of 165.0 feet; thence South 41°40' East a distance of 220.9 feet to a point on the south line of said Section 3; thence West along the Section line a distance of 150.0 feet to the point of beginning.

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

Section 1: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

Return recorded document to:  
CITY OF JONESBORO  
515 WEST WASHINGTON  
JONESBORO, AR 72401

Perm Easement #2

The above space is reserved for Craighead County recording information.

## PERMANENT DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTORS Roberto Moreno-Rocha, do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

***A part of the Southeast Quarter of the Southwest Quarter of Section 3, Township 13 North, Range 4 East, Jonesboro, Craighead County, Arkansas, being more particularly described as follows: Commencing at the Southwest Corner of said Section 3; thence East along the South line of said Section 3 a distance of 1669.0 feet to the point of beginning; thence North 01°06' East a distance of 165.0 feet; thence South 41°40' East a distance of 220.9 feet to a point on the south line of said Section 3; thence West along the Section line a distance of 150.0 feet 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 4<sup>th</sup> day of October, 2011.

Signature Roberto Moreno-Rocha  
Roberto Moreno-Rocha

### ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Roberto Moreno-Rocha, 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 4<sup>th</sup> day of October, 2011.

Crystal Leigh Glisson

My Commission Expires: 11-20-13

Notary Public (Signature)





## Legislation Details (With Text)

<b>File #:</b>	RES-11:175	<b>Version:</b>	1	<b>Name:</b>	Permanent drainage easement from Halsey Land Co.
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	10/4/2011	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM HALSEY LAND COMPANY LLC FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Easement				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Permanent Drainage Easement.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM HALSEY LAND COMPANY LLC FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

### Body

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of making drainage improvements to the Viney Slough Tributary in the area of Limestone and Richardson Road:

A part of the Southwest Quarter of Section 3, Township 13 North, Range 4 East, Jonesboro, Craighead County, Arkansas, being more particularly described as follows: A 75 foot wide tract of land parallel and adjacent to the existing ditch along the southern boundary of a 26.38 acre tract of property as shown on a plat of survey recorded on 09/29/2003 in Book I Page 147 in the office of the Circuit Clerk in Craighead County.

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

Section 1: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

Return recorded document to:  
CITY OF JONESBORO  
515 WEST WASHINGTON  
JONESBORO, AR 72401

Perm Easement #3

The above space is reserved for Craighead County recording information.

## PERMANENT DRAINAGE EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTORS **Halsey Land Company LLC**, do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

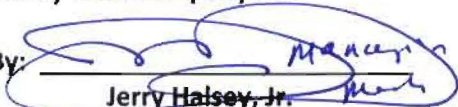
***A part of the Southwest Quarter of Section 3, Township 13 North, Range 4 East, Jonesboro, Craighead County, Arkansas, being more particularly described as follows: A 75 foot wide tract of land parallel and adjacent to the existing ditch along the southern boundary of a 26.38 acre tract of property as shown on a plat of survey recorded on 09/29/2003 in Book I Page 147 in the office of the Circuit Clerk in Craighead County.***

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 3<sup>rd</sup> day of October, 2011.

Halsey Land Company LLC

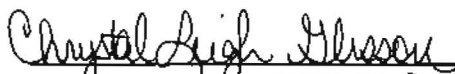
By:   
Jerry Halsey, Jr.

### ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared **Jerry Halsey, Jr.** 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<sup>rd</sup> day of October, 2011.



My Commission Expires: 11-20-13

Notary Public (Signature)  
OFFICIAL SEAL  
**CRYSTAL LEIGH GLISSON**  
NOTARY PUBLIC - ARKANSAS  
CRAIGHEAD COUNTY  
MY COMMISSION EXPIRES 11-20-13