



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Tuesday, July 1, 2014

5:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

[MIN-14:063](#) Minutes for the Public Works Committee meeting on June 3, 2014

Attachments: [Minutes](#)

### 4. New Business

#### *Resolutions To Be Introduced*

[RES-14:081](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR JESUS UNLIMITED, INC. REPLAT, A COMMERCIAL DEVELOPMENT

Sponsors: Engineering

Attachments: [Maintenance Agreement](#)  
[Plat](#)

[RES-14:086](#) A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR SOUTH OAKS SUBDIVISION - PHASE II - REVISED, A RESIDENTIAL SUBDIVISION

Sponsors: Engineering

Attachments: [Maintenance Agreement](#)  
[Plat](#)

[RES-14:089](#) A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 315 S PATRICK, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance](#)  
[Appraisal](#)  
[Map](#)

**RES-14:090** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM JIMMY D. ASHLEY AND CHRISTINE L. ASHLEY FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS

**Sponsors:** Engineering

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

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



## Legislation Details (With Text)

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**File #:** MIN-14:063    **Version:** 1    **Name:**  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 6/4/2014    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Works Committee meeting on June 3, 2014  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Minutes](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Committee meeting on June 3, 2014



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes - Draft Public Works Council Committee

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Tuesday, June 3, 2014

5:00 PM

Municipal Center

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### 1. Call To Order

*Mayor Perrin was also in attendance.*

### 2. Roll Call by City Clerk Donna Jackson

**Present** 5 - Gene Vance; Chris Moore; John Street; Mitch Johnson and Charles Coleman

**Absent** 1 - Darrel Dover

### 3. Approval of minutes

**MIN-14:046** Minutes for the Public Works Committee meeting on May 6, 2014

Attachments: [Minutes](#)

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance; Chris Moore; Mitch Johnson and Charles Coleman

**Absent:** 1 - Darrel Dover

**MIN-14:057** Minutes for the special called Public Works Committee meeting on May 20, 2014

Attachments: [Minutes](#)

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance; Chris Moore; Mitch Johnson and Charles Coleman

**Absent:** 1 - Darrel Dover

### 4. New Business

*Resolutions To Be Introduced*

**RES-14:062** A RESOLUTION TO THE CITY OF JONESBORO TO ENTER INTO AN

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INDEMNIFICATION AGREEMENT WITH CENTRAL BAPTIST CHURCH JOURNEY CAMPUS

**Sponsors:** Engineering

**Attachments:** [Indemnification Agreement](#)

*Chairman Street stated this sign and the sign for RES-14:066 are located on Disciple Drive.*

*Councilman Moore asked if the new sign will be constructed further from the right-of-way. Chairman Street answered the new sign will be by the old sign on the same island.*

*Councilman Moore inquired how this resolution came about. Councilman Vance answered he assumes Central Baptist Church asked for a sign and realized they didn't have a indemnification agreement on the other sign. He added the sign for Cornerstone Methodist Church is just housekeeping because it will allow for the sign to be on a city street. Chairman Street explained the street was not a city street starting off, but street is now a city street.*

*Councilman Moore then stated he didn't want it to be taken as the Cornerstone sign was causing a problem.*

*Councilman Vance noted this resolution and RES-14:066 need to be placed on tonight's Council agenda.*

**A motion was made by Councilman Gene Vance, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance;Chris Moore;Mitch Johnson and Charles Coleman

**Absent:** 1 - Darrel Dover

**RES-14:066** A RESOLUTION TO THE CITY OF JONESBORO TO ENTER INTO AN INDEMNIFICATION AGREEMENT WITH CORNERSTONE UNITED METHODIST CHURCH

**Sponsors:** Engineering

**Attachments:** [Indemnification Agreement](#)

**A motion was made by Councilman Gene Vance, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance;Chris Moore;Mitch Johnson and Charles Coleman

**Absent:** 1 - Darrel Dover

**RES-14:076** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR BROOKSTONE SUBDIVISION PHASE 4A, A RESIDENTIAL SUBDIVISION

**Sponsors:** Engineering

**Attachments:**    [Maintenance Agreement](#)  
[Plat](#)

*Councilman Vance asked that this resolution be placed on tonight's Council agenda due to time restraints. He noted this is a standard agreement.*

**A motion was made by Councilman Chris Moore, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance;Chris Moore;Mitch Johnson and Charles Coleman

**Absent:** 1 - Darrel Dover

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**

**A motion was made by Councilman Chris Moore, seconded by Councilman Gene Vance, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 4 - Gene Vance;Chris Moore;Mitch Johnson and Charles Coleman

**Absent:** 1 - Darrel Dover



Legislation Details (With Text)

**File #:** RES-14:081    **Version:** 1    **Name:** Maintenance agreement for Jesus Unlimited, Inc.  
**Type:** Resolution    **Status:** To Be Introduced  
**File created:** 6/2/2014    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR JESUS UNLIMITED, INC. REPLAT, A COMMERCIAL DEVELOPMENT  
**Sponsors:** Engineering  
**Indexes:** Contract  
**Code sections:**  
**Attachments:** [Maintenance Agreement Plat](#)

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR JESUS UNLIMITED, INC. REPLAT, A COMMERCIAL DEVELOPMENT  
WHEREAS, the Section 112-157 of the Jonesboro Municipal code requires a maintenance agreement assuring perpetual maintenance of Stormwater Management Improvements and drainage easements to be dedicated to the City be agreed upon by the City and the developer prior to final plat approval;

WHEREAS, Jesus Unlimited, Inc. has submitted a Maintenance Agreement for Stormwater Management Facilities for Jesus Unlimited, Inc. Replat;

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.

WHEREAS, the Maintenance Agreement and the final plat are to be filed concurrently with the Craighead County Circuit Clerk, upon final approval of the plat.

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

Section 1: The City of Jonesboro accepts the attached maintenance agreement with Jesus Unlimited, Inc. for Jesus Unlimited, Inc. Replat and authorizes the Mayor and City Clerk to execute all documents necessary to effectuate the agreement.

Section 2: The executed agreement is to be retained by the City Clerk until such time as the Clerk is provided with the approved final plat of the development by the Planning Department so that both documents can be filed concurrently with the Craighead County Circuit Clerk.

**MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT FACILITIES**

**Property Identification**

**Project Name:** Jesus Unlimited  
**Project Address:** 1423 Belt St  
**Owner(s):** Jesus Unlimited Inc.  
**Owner Address:** 1423 Belt St  
**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 \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the "City" and **Jesus Unlimited 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 or easement (the "Plat" or "Easement") for **Jesus Unlimited, Inc. Replat** as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and 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.

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.


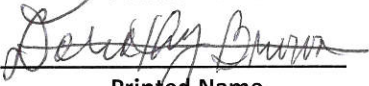
WHEREAS, the City of Jonesboro shall be responsible, after construction and final acceptance of the development, for the operation and long-term maintenance of all drainage structures and improved watercourses which are part of the City of Jonesboro Stormwater Management System, are within a dedicated public drainage easement; 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 property owners' association or homeowners' 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 property owners' association or homeowners' 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.

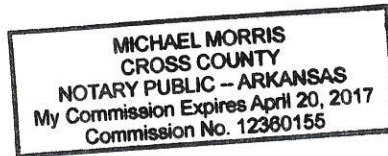
Owner/Agent:	Dorothy Brown		3/11/2014
	Printed Name	Signature	Date
Owner/Agent:		James Leon Jr.	3/11/14
	Printed Name	Signature	Date
	James Leon Jr.		

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared JAMES LEON JR  
DOROTHY BROWN, 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 1 day of MARCH, 2014.

MICHAEL MORRIS  
Notary Public (Printed Name)



Michael E Morris  
Notary Public (Signature)

My Commission Expires: 2017-04-20

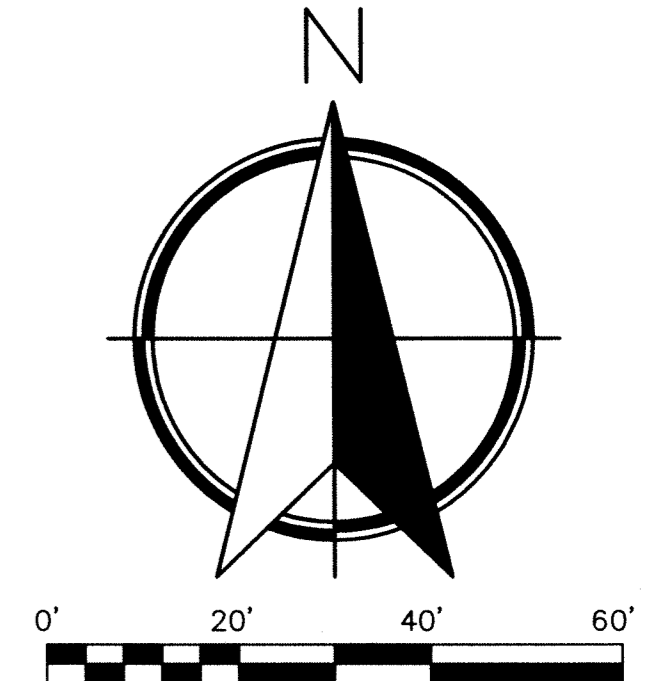
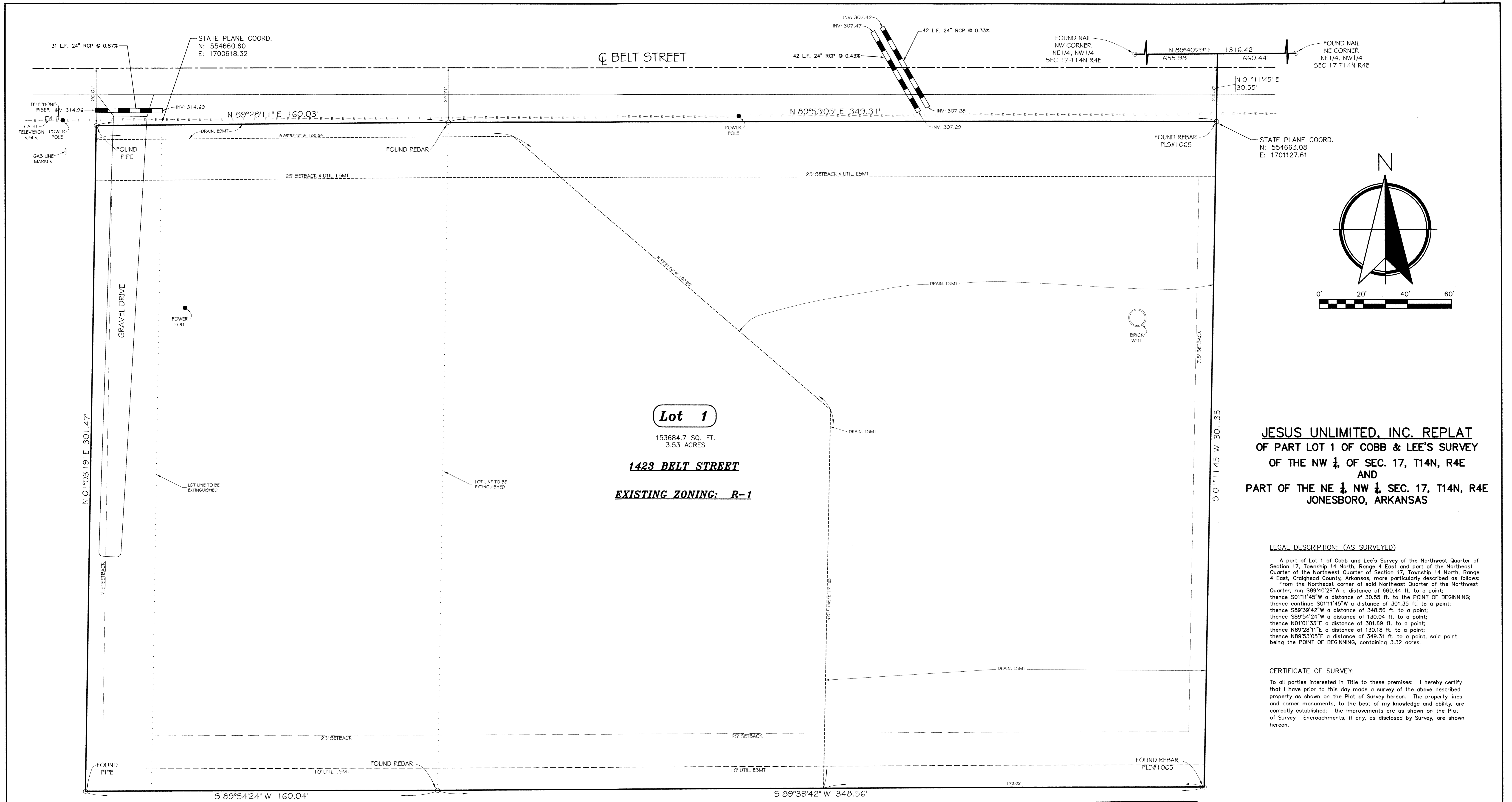
Accepted by:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

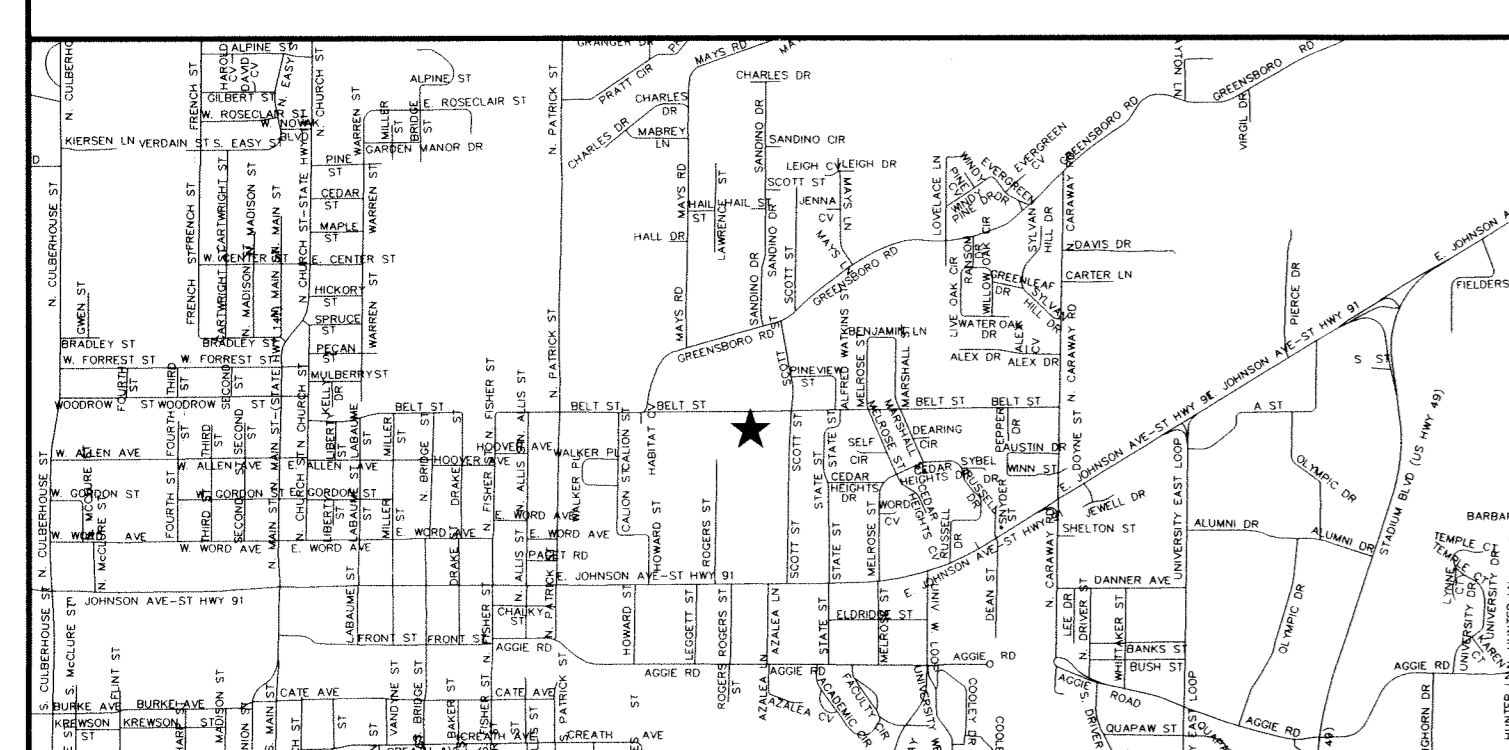
\_\_\_\_\_  
Date



**JESUS UNLIMITED, INC. REPLAT  
OF PART LOT 1 OF COBB & LEE'S SURVEY  
OF THE NW 1/4 OF SEC. 17, T14N, R4E  
AND  
PART OF THE NE 1/4 NW 1/4, SEC. 17, T14N, R4E  
JONESBORO, ARKANSAS**

**LEGAL DESCRIPTION: (AS SURVEYED)**  
A part of Lot 1 of Cobb and Lee's Survey of the Northwest Quarter of Section 17, Township 14 North, Range 4 East and part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 14 North, Range 4 East, Craighead County, Arkansas, more particularly described as follows: From the Northeast corner of said Northwest Quarter of the Northwest Quarter, run S89°40'29\"/>

**CERTIFICATE OF SURVEY:**  
To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established: the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

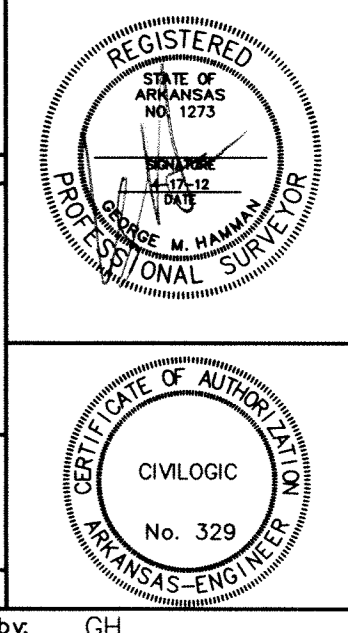


**OWNER'S CERTIFICATION:**  
We hereby certify that we are the owners of the property shown and described hereon, that we adopt the plan of subdivision and dedicate perpetual use of all streets and easements as noted.  
*Dorothy Shourd*

- NOTES:**
- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE USE AND BENEFIT OF THE SURVEYOR & CLIENT.
  - 2) THIS SURVEY WAS COMPLETED USING A NIKON A SERIES AND HAS A CLOSURE PRECISION OF 1" IN 100,000, AND AN ANGULAR ERROR OF 0.00007° PER ANGLE, AND WAS NOT ADJUSTED.
  - 3) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 280,000.
  - 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED.
  - 5) ALL PINS SET ARE 1/2" REBAR, UNLESS NOTED OTHERWISE.
  - 6) OWNER: JESUS UNLIMITED INCORPORATED
  - 7) FLOOD PLAN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 050302004 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAN, PER THE MAP REFERENCED ABOVE.
  - 8) STATE VERTICAL DATA BASE: NVD0 21

City of Jonesboro, Arkansas  
 FINAL APPROVAL  
 PRELIMINARY (NOT FOR RECORDING)  
 PLANNING DEPT. \_\_\_\_\_  
 ENGINEERING DEPT. \_\_\_\_\_

ENGINEERS		PLANNERS		SURVEYORS	
<b>Civilogic</b>					
203 Southwest Dr. - Jonesboro, AR - (870) 932-7880 - www.civilogic.net					
REPLAT FOR JESUS UNLIMITED INCORPORATED JONESBORO, ARKANSAS					
Date	Scale	Job No.	Sheet		
04/17/12	1"=20'	110090	No.		
Section	Township	Range	County		
17	14N	4E	CRAIGHEAD	1 of 1	
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID CIVILOGIC COPIES					
© 2012, Civilogic Drawn By: DB Checked by: GH					





## Legislation Details (With Text)

<b>File #:</b>	RES-14:086	<b>Version:</b>	1	<b>Name:</b>	Maintenance agreement for South Oaks Subdivision Phase II
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	6/10/2014	<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 SOUTH OAKS SUBDIVISION - PHASE II - REVISED, A RESIDENTIAL SUBDIVISION				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Contract				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Maintenance Agreement</a> <a href="#">Plat</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT A MAINTENANCE AGREEMENT FOR STORMWATER MANAGEMENT FACILITIES FOR SOUTH OAKS SUBDIVISION - PHASE II - REVISED, A RESIDENTIAL SUBDIVISION

WHEREAS, the Section 112-157 of the Jonesboro Municipal code requires a maintenance agreement assuring perpetual maintenance of Stormwater Management Improvements and drainage easements to be dedicated to the City be agreed upon by the City and the developer prior to final plat approval;

WHEREAS, South Oaks, LLC has submitted a Maintenance Agreement for Stormwater Management Facilities for South Oaks Subdivision - Phase II - Revised;

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.

WHEREAS, the Maintenance Agreement and the final plat are to be filed concurrently with the Craighead County Circuit Clerk, upon final approval of the plat.

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

Section 1: The City of Jonesboro accepts the attached maintenance agreement with South Oaks, LLC for South Oaks Subdivision - Phase II - Revised and authorizes the Mayor and City Clerk to execute all documents necessary to effectuate the agreement.

Section 2: The executed agreement is to be retained by the City Clerk until such time as the Clerk is provided with the approved final plat of the development by the Planning Department so that both documents can be filed concurrently with the Craighead County Circuit Clerk.

**MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT FACILITIES  
SOUTH OAKS SUBDIVISION - PAGE 1 OF 4**

**Property Identification**

**Project Name:** South Oaks Subdivision – Phase II - Revised

**Project Address:** South Hill Drive, Andrea Drive (13 residential lots – individual addresses indicated on the record plat)

**Owner(s):** South Oaks, LLC, Carroll Caldwell, Member

**Owner Address:** 2704 South Culberhouse Street

**City:** Jonesboro, AR 72401

In accordance with Section 112-157 of the Jonesboro Municipal Code, this agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Jonesboro, an Arkansas municipal corporation, hereinafter called the “City” and **South Oaks, 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 **South Oaks Subdivision – Phase II - Revised, being part of Section 25, Township 14 North, Range 3 East**, as recorded in the records of Craighead County, Arkansas.

WHEREAS, the City and 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.

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, are within a dedicated public drainage easement; 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:

**MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT FACILITIES  
SOUTH OAKS SUBDIVISION - PAGE 2 OF 4**

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.
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 property owners' association or homeowners' 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.

**MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT FACILITIES  
SOUTH OAKS SUBDIVISION - PAGE 3 OF 4**

**Owner/Agent:** Mr. Carroll Caldwell, Member  
**Printed Name**

Carroll Caldwell  
**Signature**

6/6/14  
**Date**

**MAINTENANCE AGREEMENT  
FOR STORMWATER MANAGEMENT FACILITIES  
SOUTH OAKS SUBDIVISION - PAGE 4 OF 4**

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Mr. Carroll Caldwell, Member, 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 6 day of June, 2014

Lisa Thompson  
Notary Public (Printed Name)

Lisa Thompson  
Notary Public (Signature)



My Commission Expires: 9-9-2015

Accepted by:

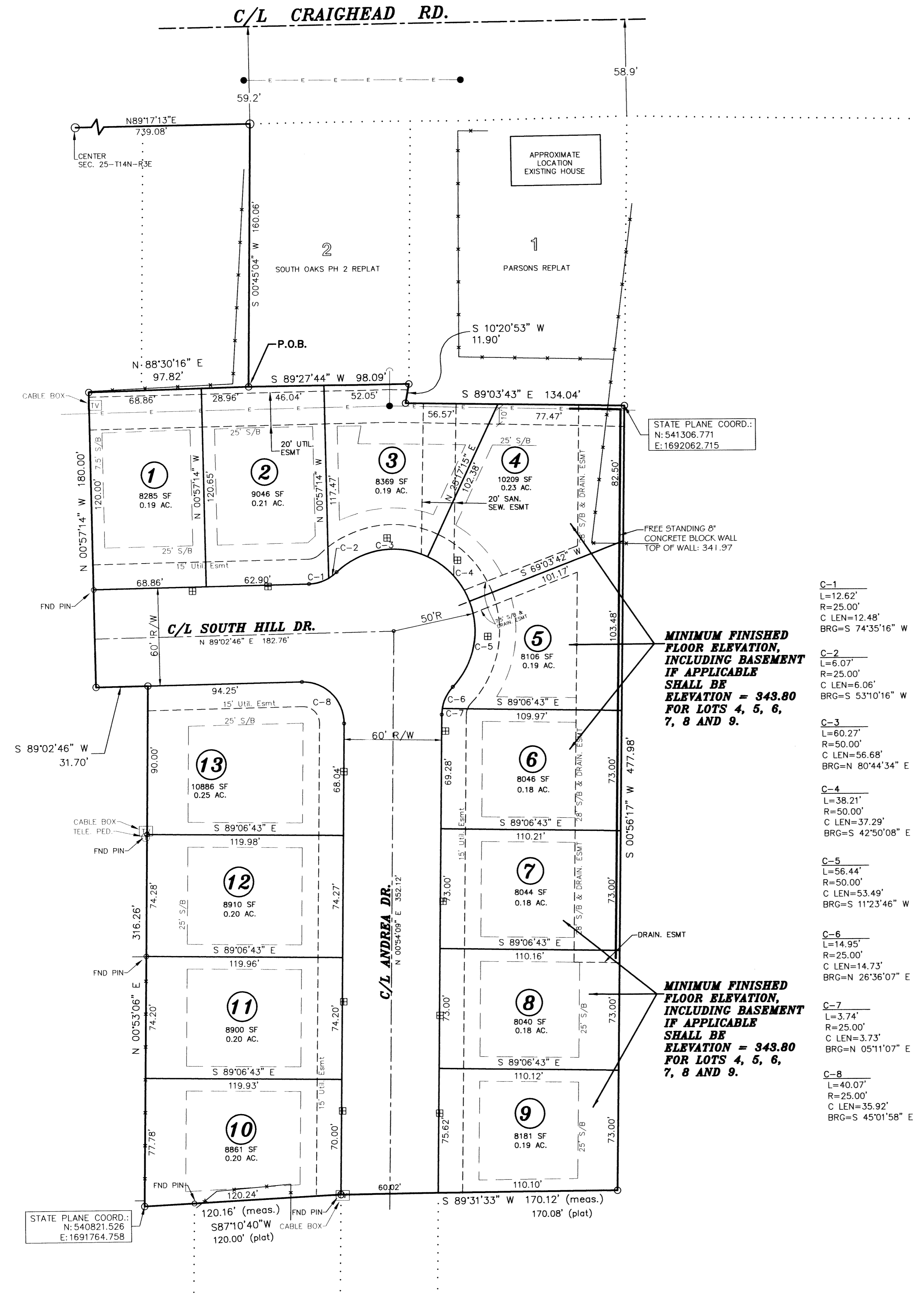
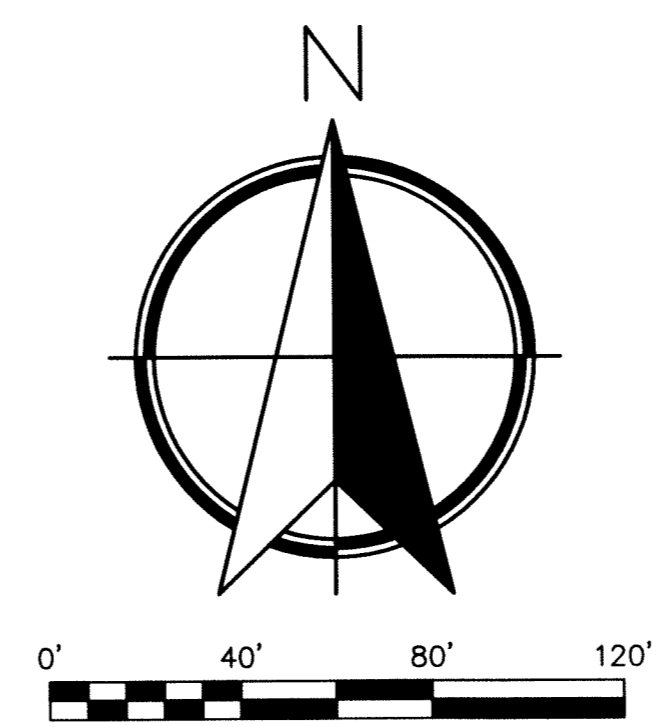
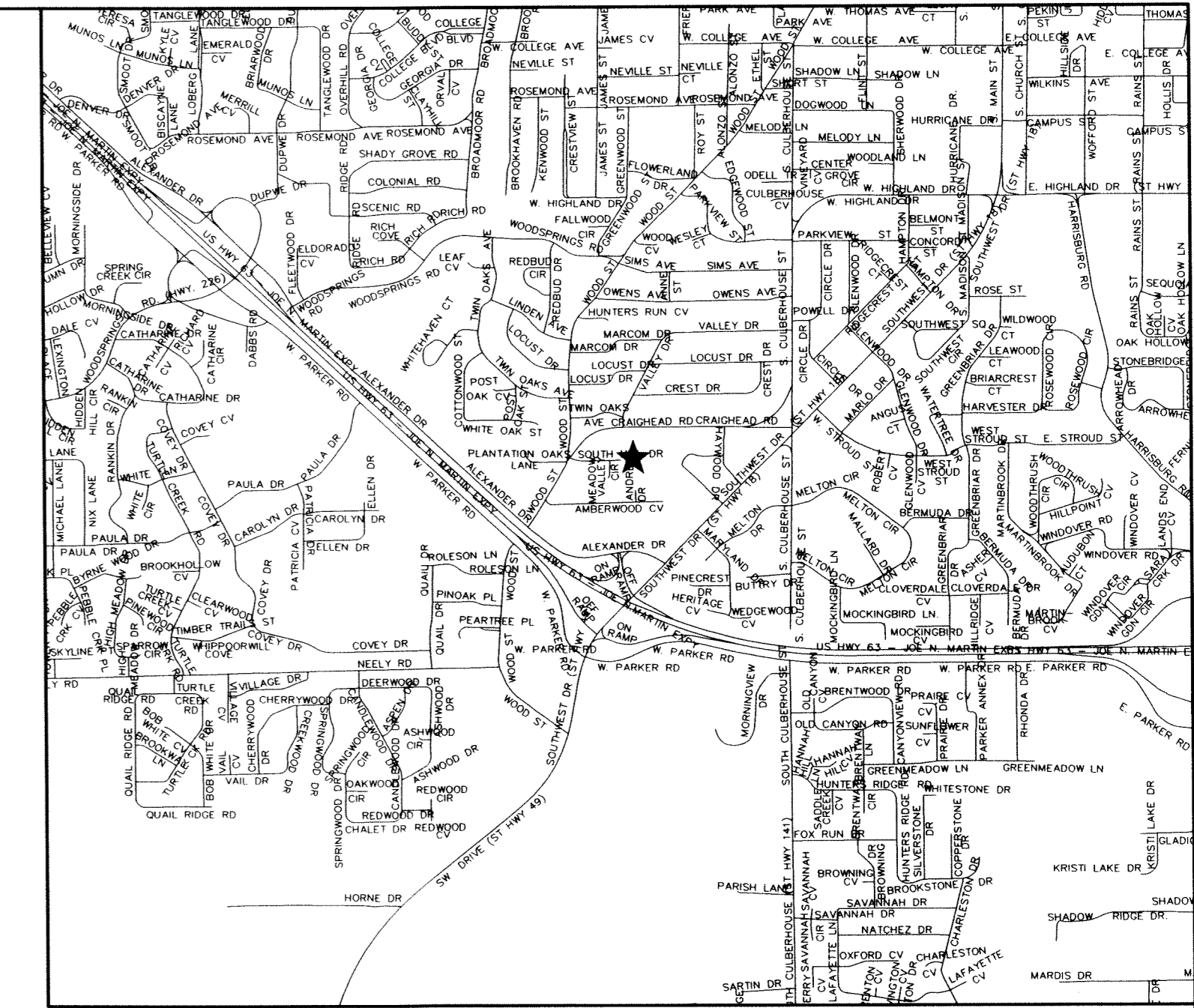
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date





- C-1**  
L=12.62'  
R=25.00'  
C LEN=12.48"  
BRG=S 74°35'16" W
- C-2**  
L=6.07'  
R=25.00'  
C LEN=6.06"  
BRG=S 53°10'16" W
- C-3**  
L=60.27'  
R=50.00'  
C LEN=56.68"  
BRG=N 80°44'34" E
- C-4**  
L=38.21'  
R=50.00'  
C LEN=37.29"  
BRG=S 42°50'08" E
- C-5**  
L=56.44'  
R=50.00'  
C LEN=53.49"  
BRG=S 11°23'46" W
- C-6**  
L=14.95'  
R=25.00'  
C LEN=14.73"  
BRG=N 26°36'07" E
- C-7**  
L=3.74'  
R=25.00'  
C LEN=3.73"  
BRG=N 05°11'07" E
- C-8**  
L=40.07'  
R=25.00'  
C LEN=35.92"  
BRG=S 45°01'58" E

**CERTIFICATE OF SURVEY:**

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established. The improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

**OWNER'S CERTIFICATION:**

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.

The sub-divider or developer must, before the sale of any lot or lots, either complete the improvements defined in Section 15.16.01 of the Jonesboro Subdivision Regulations and as specifically identified on this Record Plat and supporting plans and documentation OR furnish the Metropolitan Area Planning Commission evidence that an appropriately funded escrow agreement in the amount of the contract cost of improvements required by Section 15.16.01 that are not completed at the date of sale of the lot or lots from the closest improved street to and including all front footage of said lot or lots.

The record plat or plats will not be signed by the Chairman and Secretary of the Metropolitan Area Planning Commission until all conditions imposed by the Commission have been satisfied and all required site improvements have been either completed or their completion guaranteed and secured by an appropriate financial instrument.

*Carroll Caldwell*  
South Oaks, LLC Carroll Caldwell, Member

**NOTES:**

- 1) THIS SURVEY AND PLAT ARE THE PROPERTY OF THE SURVEYOR AND ARE INTENDED FOR THE SOLE USE AND BENEFIT OF THE SURVEYOR & CLIENT
- 2) BEARINGS BASED ON GPS OBSERVATION
- 3) THE CLOSURE PRECISION OF THE PLAT IS IN EXCESS OF 1" IN 300,000'
- 4) THE RESEARCH COMPLETED FOR THIS SURVEY INCLUDES LEGAL DESCRIPTION PROVIDED AND PREVIOUS SURVEYS
- 5) ALL PINS SET ARE 3/8" REBAR, UNLESS NOTED OTHERWISE
- 6) FLOOD PLAIN: THIS TRACT DOES NOT LIE WITHIN THE 100-YR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., ARK. AND INCORPORATED AREAS, COMMUNITY PANEL NO. 05033C01J1 C, DATED 09/27/91. THIS TRACT DOES LIE WITHIN A ZONE "X" FLOOD PLAIN, PER THE MAP REFERENCED ABOVE.
- 7) CURRENT ZONING: R-1
- 8) SETBACKS: 25' FRONT  
25' REAR  
7.5' SIDE

**LEGAL DESCRIPTION:**

Lots 2 and 3 of South Oaks Ph. 2 Replat of Lots 7-8, Block 'A', Lots 9-12, Block 'B', Lots 3-8, Block 'C' of South Oaks Addition Phase Two and Part of the Northwest Quarter of the Southeast Quarter, Section 25, Township 14 North, Range 3 East more particularly described as follows:  
From the center of said section 25, run N89°17'13"E a distance of 739.08 ft. to a point; thence S00°45'04"W a distance of 160.06 ft. to the POINT OF BEGINNING; thence N89°27'44"E distance of 98.09 ft. to a point; thence S10°20'53"W a distance of 11.90 ft. to a point; thence S89°03'43"E a distance of 134.04 ft. to a point; thence S00°56'17"W a distance of 477.98 ft. to a point; thence S89°31'33"W a distance of 170.12 ft. to a point; thence S87°10'40"W a distance of 120.16 ft. to a point; thence N00°53'06"E a distance of 316.26 ft. to a point; thence S89°02'46"W a distance of 31.70 ft. to a point; thence N00°57'14"W a distance of 180.00 ft. to a point; thence N88°30'16"E a distance of 97.82 ft. to the POINT OF BEGINNING, containing 3.39 acres.

AND TO BE KNOWN AS:

**SOUTH OAKS SUBDIVISION  
PHASE 2 - REVISED**  
Jonesboro, Arkansas

ENGINEERS		PLANNERS		SURVEYORS	
<b>Civilogic</b>					
203 Southwest Dr. - Jonesboro, AR - (870)932-7880 - www.civilogic.net					
RECORD PLAT SOUTH OAKS SUBD. PHASE TWO REVISED JONESBORO, ARKANSAS FOR SOUTH OAKS PHASE 2 LLC					
Date	Scale	Job No.	Sheet	No.	
06-09-14	1"=40'	113004	1	9	
Section	Township	Range	County	No.	
25	14N	03E	CRAIGHEAD	329	
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE VALID CIVILOGIC COPIES					
© 2014, Civilogic Drawn By: RE Checked by: GH					



## Legislation Details (With Text)

<b>File #:</b>	RES-14:089	<b>Version:</b>	1	<b>Name:</b>	Purchase property at 315 S. Patrick
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	6/19/2014	<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 AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 315 S PATRICK, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Property purchase - real				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Offer and Acceptance</a> <a href="#">Appraisal</a> <a href="#">Map</a>				

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

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR AND CITY CLERK TO PURCHASE PROPERTY LOCATED AT 315 S PATRICK, JONESBORO, ARKANSAS FOR THE PURPOSE OF STREET IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the property located at 315 S Patrick, Jonesboro, Arkansas for the purpose of street improvements

WHEREAS, an Offer has been made and accepted by Linda Boethin dated June 18, 2014 agreeing to sell her property located at 315 S Patrick, Jonesboro, Arkansas more particularly described as follows:

A PART OF LOT 3 IN BLOCK 3 OF BROADAWAY ADDITION, RECORDED 04/19/1898 BOOK 18 PAGE 169, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF THAT PART OF LOT 3 IN BLOCK 3 OF BROADAWAY ADDITION AS DESCRIBED BY WARRANTY DEED IN BOOK 471 PAGE 316, CONTAINING 2010 SQUARE FEET OR 0.05 ACRES.

WHEREAS, the funding for the purchase of this property shall come from the Capital Improvement budget.

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 to execute the documents necessary to complete this transaction at a price of \$2,300.00 to come from the Capital Improvement budget.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO  
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following property:

2. **PROPERTY DESCRIPTION:**

*A PART OF LOT 3 IN BLOCK 3 OF BROADAWAY ADDITION, RECORDED 04/19/1898 BOOK 18 PAGE 169, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF THAT PART OF LOT 3 IN BLOCK 3 OF BROADAWAY ADDITION AS DESCRIBED BY WARRANTY DEED IN BOOK 471 PAGE 316, CONTAINING 2010 SQUARE FEET OR 0.05 ACRES.*

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property the sum of \$2,300.00, plus allowable expenses.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by General Warranty Deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **ABSTRACT OR TITLE INSURANCE:** The owners of the above property, hereinafter called Seller, shall furnish a policy of title insurance in the amount of the purchase price. The cost of the policy of title insurance shall be paid by the City of Jonesboro.

6. **PRO-RATIONS:** Taxes and special assessments due on or before closing shall be paid at closing from the proceeds of the sale. Any deposits on rental property are to be transferred to Buyer at closing. Insurance, current general taxes and special assessments, rental payments, and any interest on assumed loans shall be prorated at closing unless otherwise specified herein.

7. **CLOSING:** The closing date which will be designated by Agent, is estimated to be on or about June 2014. However, any unforeseen delays such as arranging financing or clearing title specifically do not void this contract.

8. **POSSESSION:** Possession shall be delivered to Buyers: Upon Closing

**THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYERS AND SELLER AND APPROVED BY THE CITY COUNCIL.**

CITY OF JONESBORO

BY:

\_\_\_\_\_  
HAROLD PERRIN, MAYOR

ATTEST:

\_\_\_\_\_  
DONNA JACKSON, CITY CLERK

THIS OFFER IS ACCEPTED ON: 6-18-2014

BY:

Linda Boethin  
LINDA BOETHIN

**APPRAISAL OF REAL PROPERTY**

**LOCATED AT:**

315 S Patrick St  
See Attached  
Jonesboro, AR 72401

**FOR:**

City of Jonesboro  
300 S Church  
Jonesboro, AR 72401

**AS OF:**

October 30, 2013

**BY:**

Bob Gibson, CG0247

Bob Gibson and Associates Inc.  
P O Box 3071  
420 W Jefferson, Suite A  
Jonesboro, AR 72401

November 19, 2013

City of Jonesboro  
300 S Church  
Jonesboro, AR 72401

Re: Property: 315 S Patrick St  
Jonesboro, AR 72401  
Borrower: OWNER: Linda Boethin  
File No.:

Pursuant to your request, I have prepared an appraisal report of the property captioned in the "Summary of Salient Features" which follows. As you have requested, I have prepared this report in accordance with most area lenders. To the best of my knowledge, this report conforms to the current requirements prescribed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Standards Board of the Appraisal Foundation (as required by the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA)).

The accompanying report is based on a site inspection of improvements, investigation of the subject neighborhood area of influence, and review of sales, cost, and income data for similar properties. This appraisal has been made with particular attention paid to applicable value-influencing economic conditions and has been processed in accordance with nationally recognized appraisal guidelines.

The value conclusions stated herein are as of the effective date as stated in the body of the appraisal, and contingent upon the certification and limiting conditions attached. The person signing this report has the knowledge and experience to complete this assignment competently. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

  
Bob Gibson, CG0247



## SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	315 S Patrick St
	Legal Description	See Attached
	City	Jonesboro
	County	Craighead
	State	AR
	Zip Code	72401
	Census Tract	0001.01
	Map Reference	27860
SALES PRICE	Sale Price	\$ NA
	Date of Sale	NA
CLIENT	Owner	Linda Boethin
	Client	City of Jonesboro
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	NA
	Price per Square Foot	\$
	Location	Urban
	Age	NA
	Condition	NA
	Total Rooms	NA
	Bedrooms	NA
	Baths	NA
APPRAISER	Appraiser	Bob Gibson, CG0247
	Date of Appraised Value	October 30, 2013
VALUE	Final Estimate of Value	\$ 2,300

# LAND APPRAISAL REPORT

File No.

IDENTIFICATION	Borrower <u>OWNER: Linda Boethin</u>	Census Tract <u>0001.01</u>	Map Reference <u>27860</u>	
	Property Address <u>315 S Patrick St</u>			
	City <u>Jonesboro</u>	County <u>Craighead</u>	State <u>AR</u>	Zip Code <u>72401</u>
	Legal Description <u>See Attached</u>			
	Sale Price \$ <u>NA</u>	Date of Sale <u>NA</u>	Loan Term <u>NA</u> yrs.	Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD
Actual Real Estate Taxes \$ <u>Unk</u> (yr)	Loan charges to be paid by seller \$ <u>NA</u>	Other sales concessions <u>NA</u>		
Lender/Client <u>City of Jonesboro</u>	Address <u>300 S Church, Jonesboro AR 72401</u>			
Occupant <u>Vacant Land</u>	Appraiser <u>Bob Gibson, CG0247</u>	Instructions to Appraiser <u>Appraise amount of taking ONLY</u>		

NEIGHBORHOOD	Location	<input checked="" type="checkbox"/> Urban	<input type="checkbox"/> Suburban	<input type="checkbox"/> Rural							
	Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Employment Stability	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor		
	Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	<input type="checkbox"/> Slow	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	Present Land Use	<u>70%</u> 1 Family	<u>  </u> % 2-4 Family	<u>  </u> % Apts.	<u>  </u> % Condo	<u>20%</u> Commercial	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<u>  </u> % Industrial	<u>10%</u> Vacant	<u>  </u> %			Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)			Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		(*) From		To			Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<u>5</u> % Vacant			Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Single Family Price Range	\$ <u>15,000</u> to \$ <u>300,000</u>		Predominant Value \$ <u>50,000</u>			General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Single Family Age	<u>0</u> yrs. to	<u>100</u> yrs.	Predominant Age <u>40</u> yrs.			Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject is bound to the north by Johnson Avenue, to the south by Matthews, to the west by downtown Jonesboro (Main Street), and to the east by Caraway. The immediate area is a mixture of commercial and residential properties. Commercial is located along Washington and Matthews. Our subject has all city utilities and amenities. Appraiser noted nothing in the area that might negatively affect subject's market value.

SITE	Dimensions <u>20' x 100.5'</u> = <u>2,010</u> Sq. Ft. or Acres	<input type="checkbox"/> Corner Lot
	Zoning classification <u>R-2 Multi-Family Residential</u>	Present Improvements <input type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations
	Highest and best use <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other (specify)	
	Public <input checked="" type="checkbox"/> Other (Describe)	OFF SITE IMPROVEMENTS
	Elec. <input checked="" type="checkbox"/>	Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
	Gas <input checked="" type="checkbox"/>	Surface <u>Asphalt</u>
	Water <input checked="" type="checkbox"/>	Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private
	San. Sewer <input checked="" type="checkbox"/>	<input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter
	<input type="checkbox"/> Underground Elect. & Tel.	<input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights
		Topo <u>Generally Level</u>
	Size <u>Average</u>	
	Shape <u>Rectangular</u>	
	View <u>Residential</u>	
	Drainage <u>Appears Adequate</u>	
	Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No apparent adverse easements or encroachments noted during the physical inspection.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

MARKET DATA ANALYSIS	ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
	Address	<u>315 S Patrick St Jonesboro</u>	<u>See Addenda</u>		
Proximity to Subject					
Sales Price	\$ <u>NA</u>	\$	\$	\$	\$
Price	\$	\$	\$	\$	\$
Data Source	<u>Inspection/Tax Rec</u>				
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust.	DESCRIPTION	+ (-) \$ Adjust.
Location	<u>Urban</u>				
Site/View	<u>2,010 sf</u>				
Sales or Financing Concessions	<u>NA</u>				
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$	<input type="checkbox"/> + <input type="checkbox"/> - \$
Indicated Value of Subject		Net % \$	Net % \$	Net % \$	Net % \$

Comments on Market Data:

Comments and Conditions of Appraisal: Appraisal is made of the amount of taking only, which is 20' x 100.5', with 100.5' on Patrick.

Final Reconciliation:

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF October 30, 2013 to be \$ 2,300

Bob Gibson, CG0247 Review Appraiser (if applicable)  Did  Did Not Physically Inspect Property

[Y2K]

# Supplemental Addendum

File No.

Owner	Linda Boethin						
Property Address	315 S Patrick St						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Client	City of Jonesboro						

## Scope of Work:

This report has been prepared for the referenced client. The report has been performed to assist the client in determining fair market value only. If this report is placed in the hands of anyone other than the client, the client shall make such third party aware of all the assumptions and limiting conditions of the assignment. The scope of this appraisal consisted of an observation of subject site from public street. Pictures of the site and street were taken and can be found in this report. The MLS, local public records, as well as local comp services were researched for comparable sales in the neighborhood. Those used were deemed the best available. The comparable sales were compared to the subject and adjustments in value were made as deemed appropriate. An opinion of value was then rendered based on the data available. This report is an appraisal and not an environmental inspection.

I have not checked the land records for recorded easements & did not note any apparent adverse easements or encroachments. Any easements, encroachments, restrictions, covenants, etc uncovered through a title search, legal opinion, or property survey should be submitted to the appraiser for consideration. The appraiser reserves the right to analyze all such information and amend the appraised value, if necessary.

## Digital Signature

This appraisal report contains digital signatures that meet the requirements of Statement on Appraisal Standards No.8 (SMT-8). The software programs used to transfer the report electronically provide digital signature security features for the appraiser signing the report. The appraiser that has signed (affixed an electronic signature) to this report has ensured that the electronic signature(s) is protected and the appraiser has maintained control of the signature. Per SMT-8 of the Uniform Standards of Professional Appraisal Practice, electronically affixing a signature to a report carries the same level of authenticity and responsibility as an original ink signature on a paper copy report.

## Land Sales

### Sale #1

Grantor/Grantee: Anderson/St Bernard's Hospital Inc  
Location: 1219 E Washington  
Date of Sale: 12-14-11  
Sales Price: \$27,000  
Land Size: 6750 sf  
Price/Sf: \$4.00  
Source: Bk JB2011R Pg 018819

### Sale #2

Grantor/Grantee: Wood/Jonesboro Real Estate Holdings  
Location: 1005 E Washington  
Date of Sale: 3-30-10  
Sales Price: \$26,000  
Land Size: 9000 sf  
Price/Sf: \$2.89  
Source: Bk 817 Pg 577

### Sale #3

Grantor/Grantee: Darling/Marmac Construction LLC  
Location: Hope/McAdams  
Date of Sale: 6-13-13  
Sales Price: \$35,000  
Land Size: 30,000 sf  
Price/Sf: \$1.17  
Source: Bk JB2013R Pg 011092

### Sale #4

Grantor/Grantee: Ray/Brown Management LLC  
Location: 226 S Bridge  
Date of Sale: 9-10-13  
Sales Price: \$5,000  
Land Size: 4620 sf  
Price/Sf: \$1.08  
Source: Bk JB2013R Pg 016749

### Sale #5

Grantor/Grantee: Dorris/Hinojosa  
Location: 234 N Drake  
Date of Sale: 8-2-12  
Sales Price: \$8,000  
Land Size: 7000 sf  
Price/Sf: \$1.14  
Source: Bk JB2012R Pg 013060



## Supplemental Addendum

File No.

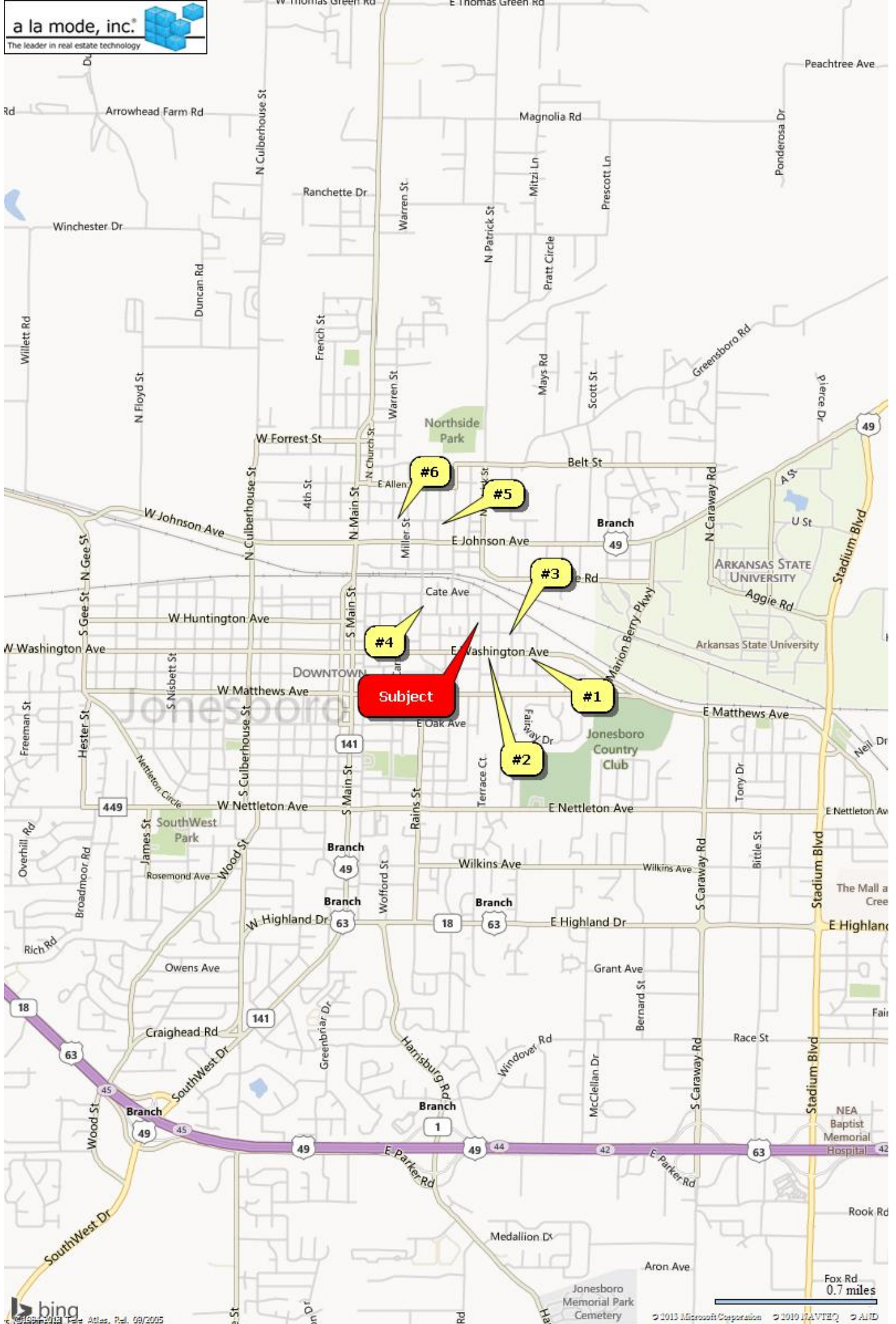
Owner	Linda Boethin			
Property Address	315 S Patrick St			
City	Jonesboro	County	Craighead	State AR Zip Code 72401
Client	City of Jonesboro			

Sale #6  
Grantor/Grantee: Prunty Enterprises Inc/Lopez  
Location: E Word  
Date of Sale: 4-20-11  
Sales Price: \$7,000  
Land Size: 5600 sf  
Price/Sf: \$1.25  
Source: Bk JB2011R Pg 006212

Six sales were provided for reader's review. Sales #1-4 are located in subject's immediate area, while #5-6 are located north of Johnson Avenue. Sales #1-2 both had Washington frontage. More weight given Sales #3-4, which did not have Washington frontage. Sales #5-6 offer additional support for subject's market value. In my opinion, our subject has a fair market value of \$1.15/sf. Therefore,  $\$1.15/\text{sf} \times 2010 \text{ sf} = \$2,311.50$ . Rounded \$2,300.

## Location Map

Owner	Linda Boethin		
Property Address	315 S Patrick St		
City	Jonesboro	County Craighead	State AR      Zip Code 72401
Client	City of Jonesboro		



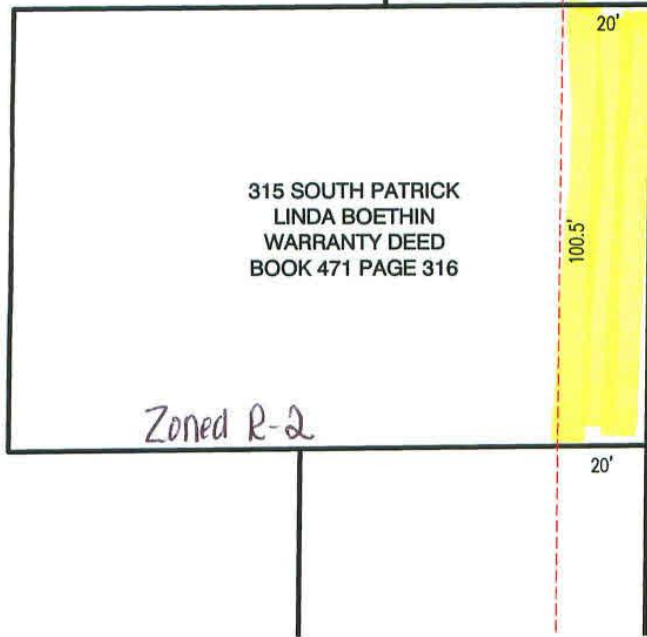


WARRANTY DEED  
BOOK 446 PAGE 418

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

5000



PATRICK STREET

01-144173-0400

01-144173-04100



Scale 1" = 40'

**LEGAL DESCRIPTION:**

A PART OF LOT 3 IN BLOCK 3 OF BROADAWAY ADDITION, RECORDED 04/19/1898 BOOK 18 PAGE 169, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF THAT PART OF LOT 3 IN BLOCK 3 OF BROADAWAY ADDITION AS DESCRIBED BY WARRANTY DEED IN BOOK 471 PAGE 316, CONTAINING 2010 SQUARE FEET OR 0.05 ACRES.



Engineering Department

P.O. Box 1845 Phone: (870) 932-2438  
307 Vine Street Fax: (870) 933-4664  
Jonesboro, AR 72401 cengineer@jonesboro.org

**RIGHT-OF-WAY  
ACQUISITION**

DRAWING INFO		REVISIONS		
DRAWN BY:	BETTIS	DATE	BY	DESCRIPTION
DATE:	09-11-2013			
SCALE:	1" = 40'			
JOB NO:				
PLAT CODE:				



315 SOUTH PATRICK  
LINDA BOETHLIN  
WARRANTY DEED  
BOOK 471 PAGE 316

WARRANTY DEED  
BOOK 446 PAGE 418

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

PATRICK STREET

01-144173-04100

01-144173-0400

0005

20'

20'

100.5'

# Location Map

Owner	Linda Boethin						
Property Address	315 S Patrick St						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Client	City of Jonesboro						



**Photograph Addendum**

Owner	Linda Boethin						
Property Address	315 S Patrick St						
City	Jonesboro	County	Craighead	State	AR	Zip Code	72401
Client	City of Jonesboro						



This instrument was prepared by Bobby Ray Taylor.

\$4.40  
0214048

# Warranty Deed

FOR SINGLE PERSON

325846

Know All Men By These Presents:

THAT I, Bobby Ray Taylor, a single person,

for and in consideration of the sum of TEN AND NO/100-----  
----- (\$10.00) ----- DOLLARS

and other good and valuable considerations to me in hand paid by Linda Boethin, the receipt of which is hereby acknowledged,

do hereby grant, bargain, sell and convey unto the said Linda Boethin,

10302 OAK Limb Houston, TX. 77045

and unto her heirs and assigns forever, the following lands lying in the County of Craighead and State of Arkansas, to-wit:

A part of Lot 3 in Block 3 of Broadway's Addition to the City of Jonesboro, Arkansas, more particularly described as follows: Beginning at a point 1625 feet North of the Southeast corner of the Southeast Quarter of Section 18, Township 14 North, Range 4 East, the same being on the West side of Patrick Street in said City of Jonesboro; thence run West 144 feet; thence South 100.5 feet; thence East 144 feet; thence North 100.5 feet to the point of beginning.

FILED  
1994 DEC 20 1 P 2 10  
PAT FLEETWOOD  
CIRCUIT AND CHANCERY  
COURT CLERK

To have and to hold the same unto the said Linda Boethin,

and unto her heirs and assigns forever, with all appurtenances thereunto belonging.

And I hereby covenant with said Linda Boethin,

that I will forever warrant and defend the title to the said lands against all claims whatever.

WITNESS my hand and seal on this 19th day of April, 1994

I hereby certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

Linda Boethin R.R. 2, Bethel, Taylor

*Bobby Ray Taylor* s)  
Bobby Ray Taylor

(L. S.)

**Parcel Detail Report:** Craighead County  
[Print](#) | [Close](#) | [Printing Problems?](#)

Created: 11/19/2013 11:03:24 AM

**Basic Information**

**Parcel Number:** 01-144184-11200  
**County Name:** Craighead County  
**Ownership Information:** BOETHIN LINDA  
 315 S PATRICK  
 JONESBORO, AR  
[Map This Address](#)  
**Billing Information:** BOETHIN LINDA G  
 315 SOUTH PATRICK  
 JONESBORO AR 72401  
**Total Acres:** 0.00  
**Timber Acres:** 0.00  
**Sec-Twp-Rng:** 18-14-04  
**Lot/Block:** PT 3/3  
**Subdivision:** BROADAWAY ADD  
**Legal Description:** BROADAWAY ADD S100' OF E144' OF LOT 3  
**School District:** J JB JONESBORO CITY  
**Homestead Parcel?:** Yes  
**Tax Status:** Taxable  
**Over 65?:** No

**Land Information**

Land Divisions:	Land Type	Quantity	Front Width	Rear Width	Depth 1	Depth 2	Quarter
	RESHS	1 lots [0 sqft]	0	0	0	0	

**Valuation Information**

	Appraised	Assessed
<b>Land:</b>	5,000	1,000
<b>Improvements:</b>	6,350	1,270
<b>Total Value:</b>	11,350	2,270
<b>Taxable Value:</b>		2,270
<b>Millage:</b>		0.0422
<b>Estimated Taxes:</b>		\$95.79
<b>Homestead Credit:</b>		(\$95.79)
<b>Estimated Taxes w Credit:</b>		\$0.00
<b>Assessment Year:</b>		2012

**Sales History**

Date	Price	Grantor	Grantee	Book	Page	Deed Type
4/19/1994	8,000	TAYLOR	BOETHIN	471	316	WD(WARRANTY DEED)
11/15/1989	0	TAYLOR	TAYLOR	384	421	
3/20/1989	7,000	TAYLOR	TAYLOR	373	358	WD(WARRANTY DEED)
8/15/1984	6,000		TAYLOR		765	

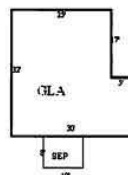
**Improvement Information**

<https://www.arcountydata.com/parcel.asp?item=AB3359&parceldetail...> 11/19/2013



**Residential Improvements**

**Residential Improvement #1**



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<b>Living Area 1st Floor</b>	875
<b>Living Area 2nd Floor</b>	0
<b>Living Area Total SF</b>	<b>875</b>

<b>Basement Unfinished</b>	0
<b>Basement Finished w/Partitions</b>	0
<b>Basement Finished w/o Partitions</b>	0
<b>Basement Total SF</b>	<b>0</b>

**Occupancy Type:** Single Family  
**Grade:** D5-5  
**Story Height:** 1 Story  
**Year Built:** Year Built Not Available  
**Effective Age:** 40  
**Construction Type:** Low Frame  
**Roof Type:** Roll Cover  
**Heat / AC:** None  
**Fireplace:** 0  
**Bathrooms:** 1 full 0 half  
**Foundation Type:** Open Piers  
**Floor Type:** Wood Subfloor  
**Floor Covering:** carpet: 875 sq ft

<b>Additive Items:</b>	<b>Additive Item</b>	<b>Quantity</b>	<b>Size</b>	<b>Description</b>
	SEP	80		SCREEN ENCLOSED

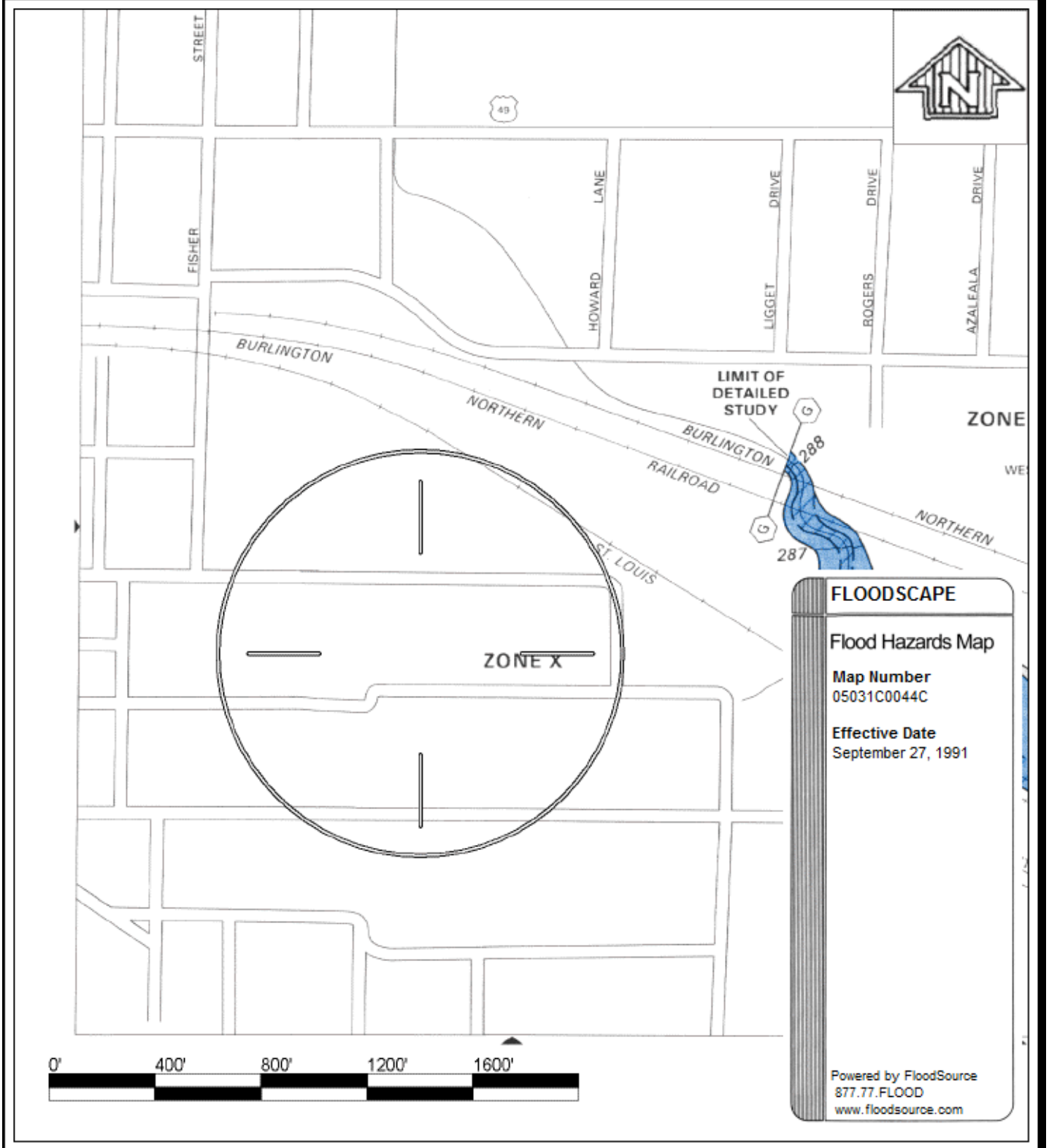
<b>Outbuildings / Yard Improvements:</b>	<b>OBYS Item</b>	<b>Quantity</b>	<b>Size</b>	<b>Description</b>
	FLAT CDW	1		
	FLAT FOB	1		
	FLAT FUD 30X30	1		
	FLAT WFX6 N/V	1		

# Flood Map

Owner	Linda Boethin			
Property Address	315 S Patrick St			
City	Jonesboro	County Craighead	State AR	Zip Code 72401
Client	City of Jonesboro			



**Prepared for:**  
 Bob Gibson Appraisal Service  
 315 S Patrick St  
 Jonesboro, AR 72401



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**ENVIRONMENTAL ADDENDUM**  
**APPARENT\* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS**

Owner	Linda Boethin				
Address	315 S Patrick St				
City	Jonesboro	County	Craighead	State	AR Zip code 72401
Client	City of Jonesboro				

\*Apparent is defined as that which is visible, obvious, evident or manifest to the appraiser.

This universal Environmental Addendum is for use with any real estate appraisal. Only the statements which have been checked by the appraiser apply to the property being appraised.

This addendum reports the results of the appraiser's routine inspection of and inquiries about the subject property and its surrounding area. It also states what assumptions were made about the existence (or nonexistence) of any hazardous substances and/or detrimental environmental conditions. **The appraiser is not an expert environmental inspector** and therefore might be unaware of existing hazardous substances and/or detrimental environmental conditions which may have a negative effect on the safety and value of the property. It is possible that tests and inspections made by a qualified environmental inspector would reveal the existence of hazardous materials and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.

**DRINKING WATER**

- Drinking Water is supplied to the subject from a municipal water supply which is considered safe. However the only way to be absolutely certain that the water meets published standards is to have it tested at all discharge points.
- Drinking Water is supplied by a well or other non-municipal source. It is recommended that tests be made to be certain that the property is supplied with adequate pure water.
- Lead can get into drinking water from its source, the pipes, at all discharge points, plumbing fixtures and/or appliances. The only way to be certain that water does not contain an unacceptable lead level is to have it tested at all discharge points.
- The value estimated in this appraisal is based on the assumption that there is an adequate supply of safe, lead-free Drinking Water.**

Comments \_\_\_\_\_

**SANITARY WASTE DISPOSAL**

- Sanitary Waste is removed from the property by a municipal sewer system.
- Sanitary Waste is disposed of by a septic system or other sanitary on site waste disposal system. The only way to determine that the disposal system is adequate and in good working condition is to have it inspected by a qualified inspector.
- The value estimated in this appraisal is based on the assumption that the Sanitary Waste is disposed of by a municipal sewer or an adequate properly permitted alternate treatment system in good condition.**

Comments \_\_\_\_\_

**SOIL CONTAMINANTS**

- There are no apparent signs of Soil Contaminants on or near the subject property (except as reported in Comments below). It is possible that research, inspection and testing by a qualified environmental inspector would reveal existing and/or potential hazardous substances and/or detrimental environmental conditions on or around the property that would negatively affect its safety and value.
- The value estimated in this appraisal is based on the assumption that the subject property is free of Soil Contaminants.**

Comments \_\_\_\_\_

**ASBESTOS**

- N/A All or part of the improvements were constructed before 1979 when Asbestos was a common building material. The only way to be certain that the property is free of friable and non-friable Asbestos is to have it inspected and tested by a qualified asbestos inspector.
- N/A The improvements were constructed after 1979. No apparent friable Asbestos was observed (except as reported in Comments below).
- N/A **The value estimated in this appraisal is based on the assumption that there is no uncontained friable Asbestos or other hazardous Asbestos material on the property.**

Comments \_\_\_\_\_

**PCBs (POLYCHLORINATED BIPHENYLS)**

- There were no apparent leaking fluorescent light ballasts, capacitors or transformers anywhere on or nearby the property (except as reported in Comments below).
- There was no apparent visible or documented evidence known to the appraiser of soil or groundwater contamination from PCBs anywhere on the property (except as reported in Comments below).
- The value estimated in this appraisal is based on the assumption that there are no uncontained PCBs on or nearby the property.**

Comments \_\_\_\_\_

**RADON**

- The appraiser is not aware of any Radon tests made on the subject property within the past 12 months (except as reported in Comments below).
- The appraiser is not aware of any indication that the local water supplies have been found to have elevated levels of Radon or Radium.
- The appraiser is not aware of any nearby properties (except as reported in Comments below) that were or currently are used for uranium, thorium or radium extraction or phosphate processing.
- The value estimated in this appraisal is based on the assumption that the Radon level is at or below EPA recommended levels.**

Comments \_\_\_\_\_

**USTs (UNDERGROUND STORAGE TANKS)**

- There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would likely have had USTs.
- There are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except as reported in Comments below).
- There are apparent signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were deactivated in accordance with sound industry practices.
- The value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are free from contamination and were properly drained, filled and sealed.**

Comments \_\_\_\_\_

**NEARBY HAZARDOUS WASTE SITES**

- There are no apparent Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.
- The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.**

Comments \_\_\_\_\_

**UREA FORMALDEHYDE (UFFI) INSULATION**

- N/A All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.
- N/A The improvements were constructed after 1982. No apparent UREA formaldehyde materials were observed (except as reported in Comments below).
- N/A **The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.**

Comments \_\_\_\_\_

**LEAD PAINT**

- N/A All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector.
- N/A The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).
- N/A **The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.**

Comments \_\_\_\_\_

**AIR POLLUTION**

- There are no apparent signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.
- The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.**

Comments \_\_\_\_\_

**WETLANDS/FLOOD PLAINS**

- The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/Flood Plains is to have it inspected by a qualified environmental professional.
- The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).**

Comments \_\_\_\_\_

**MISCELLANEOUS ENVIRONMENTAL HAZARDS**

- There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:
  - Excess Noise \_\_\_\_\_
  - Radiation + Electromagnetic Radiation \_\_\_\_\_
  - Light Pollution \_\_\_\_\_
  - Waste Heat \_\_\_\_\_
  - Acid Mine Drainage \_\_\_\_\_
  - Agricultural Pollution \_\_\_\_\_
  - Geological Hazards \_\_\_\_\_
  - Nearby Hazardous Property \_\_\_\_\_
  - Infectious Medical Wastes \_\_\_\_\_
  - Pesticides \_\_\_\_\_
  - Others (Chemical Storage + Storage Drums, Pipelines, etc.) \_\_\_\_\_

- The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.**

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

# MULTI-PURPOSE SUPPLEMENTAL ADDENDUM FOR FEDERALLY RELATED TRANSACTIONS

Bob Gibson Appraisal Service

Owner	Linda Boethin		
Property Address	315 S Patrick St		
City	Jonesboro	County	Craighead
State	AR	Zip Code	72401
Client	City of Jonesboro		

This Multi-Purpose Supplemental Addendum for Federally Related Transactions was designed to provide the appraiser with a convenient way to comply with the current appraisal standards and requirements of the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of Currency (OCC), The Office of Thrift Supervision (OTS), the Resolution Trust Corporation (RTC), and the Federal Reserve.

**This Multi-Purpose Supplemental Addendum is for use with any appraisal. Only those statements which have been checked by the appraiser apply to the property being appraised.**

**PURPOSE & FUNCTION OF APPRAISAL**

The purpose of the appraisal is to estimate the market value of the subject property as defined herein. The function of the appraisal is to assist the above-named Lender in evaluating the subject property for lending purposes. This is a federally related transaction.

**EXTENT OF APPRAISAL PROCESS**

- The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of comparable sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of confirmation, if available. The original source is presented first. The sources and data are considered reliable. When conflicting information was provided, the source deemed most reliable has been used. Data believed to be unreliable was not included in the report nor used as a basis for the value conclusion.
- The Reproduction Cost is based on \_\_\_\_\_ supplemented by the appraiser's knowledge of the local market.
- Physical depreciation is based on the estimated effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addenda. In estimating the site value, the appraiser has relied on personal knowledge of the local market. This knowledge is based on prior and/or current analysis of site sales and/or abstraction of site values from sales of improved properties.
- The subject property is located in an area of primarily owner-occupied single family residences and the Income Approach is not considered to be meaningful. For this reason, the Income Approach was not used.
- The Estimated Market Rent and Gross Rent Multiplier utilized in the Income Approach are based on the appraiser's knowledge of the subject market area. The rental knowledge is based on prior and/or current rental rate surveys of residential properties. The Gross Rent Multiplier is based on prior and/or current analysis of prices and market rates for residential properties.
- For income producing properties, actual rents, vacancies and expenses have been reported and analyzed. They have been used to project future rents, vacancies and expenses.

**SUBJECT PROPERTY OFFERING INFORMATION**

- According to Owner/MLS \_\_\_\_\_ the subject property:
- has not been offered for sale in the past:  30 days  1 year  3 years.
  - is currently offered for sale for \$ \_\_\_\_\_.
  - was offered for sale within the past:  30 days  1 year  3 years for \$ \_\_\_\_\_.
  - Offering information was considered in the final reconciliation of value.
  - Offering information was not considered in the final reconciliation of value.
  - Offering information was not available. The reasons for unavailability and the steps taken by the appraiser are explained later in this addendum.

**SALES HISTORY OF SUBJECT PROPERTY**

- According to Craighead County Tax Records \_\_\_\_\_ the subject property:
- Has not transferred  in the past twelve months.  in the past thirty-six months.  in the past 5 years.
  - Has transferred  in the past twelve months.  in the past thirty-six months.  in the past 5 years.
  - All prior sales which have occurred in the past 3 years are listed below and reconciled to the appraised value, either in the body of the report or in the addenda.

Date	Sales Price	Document #	Seller	Buyer

**FEMA FLOOD HAZARD DATA**

- Subject property is not located in a FEMA Special Flood Hazard Area.
- Subject property is located in a FEMA Special Flood Hazard Area.

Zone	FEMA Map/Panel #	Map Date	Name of Community
X	05031C0044C	09/27/1991	Jonesboro

- The community does not participate in the National Flood Insurance Program.
- The community does participate in the National Flood Insurance Program.
- It is covered by a regular program.
- It is covered by an emergency program.

**CURRENT SALES CONTRACT**

- The subject property is currently not under contract.
- The contract and/or escrow instructions were not available for review. The unavailability of the contract is explained later in the addenda section.
- The contract and/or escrow instructions were reviewed. The following summarizes the contract:

Contract Date	Amendment Date	Contract Price	Seller

- The contract indicated that personal property was not included in the sale.
- The contract indicated that personal property was included. It consisted of \_\_\_\_\_ Estimated contributory value is \$ \_\_\_\_\_.
- Personal property was not included in the final value estimate.
- Personal property was included in the final value estimate.
- The contract indicated no financing concessions or other incentives.
- The contract indicated the following concessions or incentives: \_\_\_\_\_
- If concessions or incentives exist, the comparables were checked for similar concessions and appropriate adjustments were made, if applicable, so that the final value conclusion is in compliance with the Market Value defined herein.

**MARKET OVERVIEW** Include an explanation of current market conditions and trends.

4-6 months is considered a reasonable marketing period for the subject property based on MLS data, appraiser's knowledge of the local market and discussions with brokers and agents.

**ADDITIONAL CERTIFICATION**

The Appraiser certifies and agrees that:



- (1) The analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP"), except that the Departure Provision of the USPAP does not apply.
- (2) Their compensation is not contingent upon the reporting of predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- (3) This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

**ADDITIONAL (ENVIRONMENTAL) LIMITING CONDITIONS**

The value estimated is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions unless otherwise stated in this report. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous substances or detrimental environmental conditions on or around the property that would negatively affect its value.

**ADDITIONAL COMMENTS**

**APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Appraiser's Signature  

Appraiser's Name (print) Bob Gibson, CG0247      Date Prepared November 19, 2013  
 State AR       License       Certification      No. CG0247      Phone # 870-932-5206  
 Tax ID # 71-0792672

**CO-SIGNING APPRAISER'S CERTIFICATION**

- The co-signing appraiser has personally inspected the subject property, both inside and out, and has made an exterior inspection of all comparable sales listed in the report. The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser.
- The co-signing appraiser has not personally inspected the interior of the subject property and:
  - has not inspected the exterior of the subject property and all comparable sales listed in the report.
  - has inspected the exterior of the subject property and all comparable sales listed in the report.
- The report was prepared by the appraiser under direct supervision of the co-signing appraiser. The co-signing appraiser accepts responsibility for the contents of the report, including the value conclusions and the limiting conditions, and confirms that the certifications apply fully to the co-signing appraiser with the exception of the certification regarding physical inspections. The above describes the level of inspection performed by the co-signing appraiser.
- The co-signing appraiser's level of inspection, involvement in the appraisal process and certification are covered elsewhere in the addenda section of this appraisal.

**CO-SIGNING APPRAISER'S SIGNATURE & LICENSE/CERTIFICATION**

Co-Signing Appraiser's Signature \_\_\_\_\_ Effective Date \_\_\_\_\_ Date Prepared \_\_\_\_\_  
 Co-Signing Appraiser's Name (print) \_\_\_\_\_ Phone # \_\_\_\_\_  
 State \_\_\_\_\_  License       Certification # \_\_\_\_\_ Tax ID # \_\_\_\_\_

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

## **STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION**

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.


**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

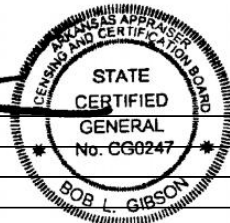
1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 315 S Patrick St, Jonesboro, AR 72401

**APPRAISER:**

Signature:   
Name: Bob Gibson, CG0247  
Date Signed: November 19, 2013  
State Certification #: CG0247  
or State License #: \_\_\_\_\_  
State: AR  
Expiration Date of Certification or License: 06/30/2014



**SUPERVISORY APPRAISER (only if required):**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_  
State: \_\_\_\_\_  
Expiration Date of Certification or License: \_\_\_\_\_

Did  Did Not Inspect Property



Owner	Linda Boethin	File No.	
Property Address	315 S Patrick St		
City	Jonesboro	County	Craighead
		State	AR
Client	City of Jonesboro	Zip Code	72401

**APPRAISAL AND REPORT IDENTIFICATION**

**This Appraisal Report is one of the following types:**

**Self Contained** (A written report prepared under Standards Rule 2-2(a) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)  
 **Summary** (A written report prepared under Standards Rule 2-2(b) , pursuant to the Scope of Work, as disclosed elsewhere in this report.)  
 **Restricted Use** (A written report prepared under Standards Rule 2-2(c) , pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

**Comments on Standards Rule 2-3**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time**

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is: 3-6 months

**Comments on Appraisal and Report Identification**

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

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**APPRAISER:**

Signature: 

Name: Bob Gibson, CG0247

Designation: Certified General

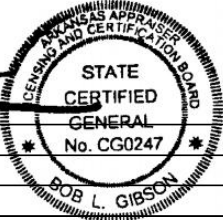
Date Signed: November 19, 2013

State Certification #: CG0247  
or State License #:

State: AR

Expiration Date of Certification or License: 06/30/2014

Effective Date of Appraisal: October 30, 2013



**SUPERVISORY APPRAISER (only if required):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date Signed: \_\_\_\_\_

State Certification #: \_\_\_\_\_  
or State License #: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date of Certification or License: \_\_\_\_\_

Supervisory Appraiser inspection of Subject Property:

Did Not      Exterior-only from street      Interior and Exterior

## **PRIVACY NOTICE**

**Pursuant to the Gramm-Leach-Bliley Act of 1999, effective July 1, 2001, Appraisers, along with all providers of personal financial services are now required by federal law to inform their clients of the policies of the firm with regard to the privacy of client nonpublic personal information. As professionals, we understand that your privacy is very important to you and are pleased to provide you with this information.**

### **Types of Nonpublic Personal Information We Collect**

In the course of performing appraisals, we may collect what is known as "nonpublic personal information" about you. This information is used to facilitate the services that we provide to you and may include the information provided to us by you directly or received by us from others with your authorization.

### **Parties to Whom We Disclose Information**

We do not disclose any nonpublic personal information obtained in the course of our engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. By way of example, a necessary disclosure would be to our employees, and in certain situations, to unrelated third party consultants who need to know that information to assist us in providing appraisal services to you. All of our employees and any third party consultants we employ are informed that any information they see as part of an appraisal assignment is to be maintained in strict confidence within the firm.

A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party.

### **Confidentiality and Security**

We will retain records relating to professional services that we have provided to you for a reasonable time so that we are better able to assist you with your needs. In order to protect your nonpublic personal information from unauthorized access by third parties, we maintain physical, electronic and procedural safeguards that comply with our professional standards to insure the security and integrity of your information.

Please feel free to call us an any time if you have any questions about the confidentiality of the information that you provide to us.

**QUALIFICATIONS OF  
BOB L. GIBSON**

**POSITION:** Real Estate Appraiser/Consultant, 420 W. Jefferson, Jonesboro, AR, 72401 Telephone: (870) 932-5206

**PROFESSIONAL EXPERIENCE:**

Chief Appraiser for Home Federal Savings. 1965 to 1975, Fee Appraiser for area financial and real estate concerns, 1965 to 1980

President of H.S.C. Service Corporation. Developed three (3) Subdivisions, constructed single-family homes, one hotel, and numerous condominiums from 1975 to 1990

**EDUCATION:**

B.S. Degree in Business Administration and Minor in Economics from Arkansas State University in 1965

Graduate of School of Savings & Loans at University of Indiana, Bloomington, Indiana 1979 to 1982

U.S. League of Savings Associations Appraised Study Course 1965

Principles of Real Estate Appraising-1968 Audit, Arkansas State University

National Association of Independent Fee Appraisers, Principles of Residential Real Estate 1990

NAIF Income Property Appraising 1990

Marshall and Swifts Valuation Guides Seminar - Residential and Commercial Cost Approach 1990

The Appraisal Institute - Real Estate Appraisal Methods 1991

Uniform Standards of Professional Appraisal Practice 1991

Techniques of Income Property Appraising 1991

Uniform Residential Appraisal Report Seminar, IFA, Jonesboro, AR 1993

FIRREA: Overview and Practical Application Seminar, IFA, Jonesboro, AR 1994

American Disabilities Act Seminar, I.F.A., Jonesboro, AR 1993

HUD Guidelines - Lender Selection of the Appraiser, I.F.A., Little Rock, AR 1994 - Member of Lender Appraiser Selection Roster, HUD, Little Rock, AR

Appraiser Accountability and Legal Liabilities Seminar, Arkansas Appraisal Foundation, Little Rock, AR 1995

Standards of Professional Practice, I.F.A., Jonesboro, AR 1996

HUD/FHA Appraiser Training, HUD/FHA, Hot Springs, AR 1996

Legal Journal, West Memphis, AR 1998

Principles of Condemnation, San Antonio, TX 1999

Arkansas Appraisal Board Annual Meeting, Little Rock, AR 2000

USPAP, Kelton Schools, Jonesboro, AR 2000

USPAP Update, RCI, Jonesboro, AR 2003

USPAP, Lincoln Graduate Center, San Antonio TX 2004

Fannie Mae Underwriting, NEA Mortgage Bankers, Jonesboro AR 2004

Day With the Board, Little Rock AR 2004

Day With the Board, Little Rock AR 2005

Day With the Board, Little Rock AR 2006

USPAP Update, RCI, Jonesboro, AR 2006

Effective Communications in Appraisal Practice, RCI, Jonesboro, AR 2006

Day With the Board, Little Rock AR 2007

USPAP Update, RCI, Jonesboro, AR 2008

Mortgage Fraud, RCI, Jonesboro AR 2008

Day With the Board, Little Rock AR 2008

USPAP, RCI, Russellville AR 2009

Basic Income Capitalization, RCI, Russellville AR 2009

Report Writing, RCI, Russellville AR 2009

USPAP Update, RCI, Jonesboro AR 2010

USPAP Update, RCI, Jonesboro AR 2012

Effective Communications in Appraisal Practice, RCI, Jonesboro AR 2012

Appraising FHA Today, McKissock.com 2012

Construction Details and Trends, McKissock.com 2012

**PROFESSIONAL MEMBERSHIP:**

Charter Member of National Society of Environmental Consultants

Master Senior Appraisers (MSA), National Association of Master Appraisers

**CERTIFICATION AND DESIGNATION:**

State Certified Residential Appraiser #CG0247, December 28, 1991

State Certified General Appraiser #CG0247, January 6, 1992

**PARTIAL LIST OF CLIENTS:**

Belz-Burrow, Regions Bank, Simmons Bank, First Financial Mortgage, Fowler Foods, Liberty Bank, Bank of America, iBERIABANKfsb, BancorpSouth, First Security Bank, Focus Bank, City of Jonesboro, First National Bank, Unico Bank, Integrity First Bank, Summit Bank, Southern Bank

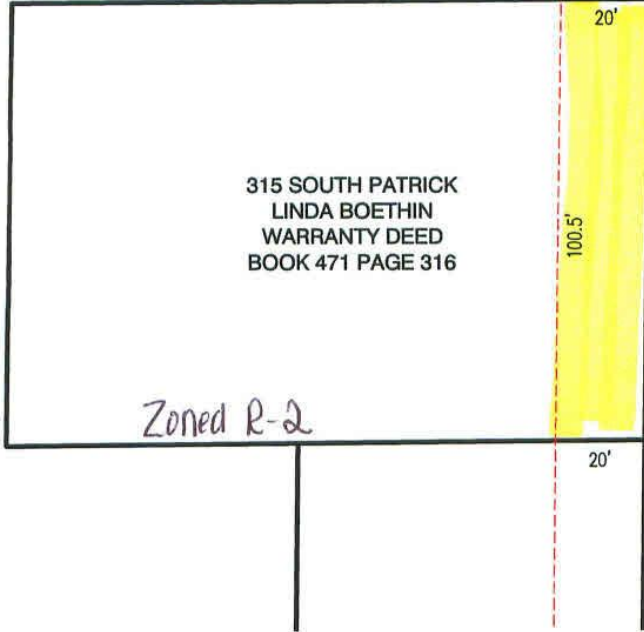


WARRANTY DEED  
BOOK 446 PAGE 418

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

5000



PATRICK STREET

01-144173-0400

01-144173-04100



Scale 1" = 40'

**LEGAL DESCRIPTION:**

A PART OF LOT 3 IN BLOCK 3 OF BROADAWAY ADDITION, RECORDED 04/19/1898 BOOK 18 PAGE 169, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 20 FEET OF THAT PART OF LOT 3 IN BLOCK 3 OF BROADAWAY ADDITION AS DESCRIBED BY WARRANTY DEED IN BOOK 471 PAGE 316, CONTAINING 2010 SQUARE FEET OR 0.05 ACRES.



**RIGHT-OF-WAY  
ACQUISITION**

Engineering Department

P.O. Box 1845 Phone: (870) 932-2438  
307 Vine Street Fax: (870) 933-4664  
Jonesboro, AR 72401 cengineer@jonesboro.org

**DRAWING INFO**

**REVISIONS**

DRAWING INFO		REVISIONS		
DRAWN BY:	BETTIS	DATE	BY	DESCRIPTION
DATE:	09-11-2013			
SCALE:	1" = 40'			
JOB NO:				
PLAT CODE:				



## Legislation Details (With Text)

<b>File #:</b>	RES-14:090	<b>Version:</b>	1	<b>Name:</b>	Permanent drainage easement from Jimmy & Christine Ashley
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	6/19/2014	<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 JIMMY D. ASHLEY AND CHRISTINE L. ASHLEY 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</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT DRAINAGE EASEMENT FROM JIMMY D. ASHLEY AND CHRISTINE L. ASHLEY FOR THE PURPOSE OF MAKING DRAINAGE IMPROVEMENTS  
WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described Permanent Drainage Easement for the purpose of making drainage improvements:

A part of the Southeast Quarter of the Northwest Quarter of Section 10, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas, being more particularly described as follows: The West 15 feet of the property described by deed in Book 490 Page 157 in the office of the Circuit Clerk, recorded on December 26, 1995.

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 Permanent Drainage Easement described above.

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 Jimmy D. Ashley and Christine L. Ashley, 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 Northwest Quarter of Section 10, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas, being more particularly described as follows: The West 15 feet of the property described by deed in Book 490 Page 157 in the office of the Circuit Clerk, recorded on December 26, 1995.***

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 18<sup>th</sup> day of June, 2014.

Signature Jimmy D. Ashley  
Jimmy D. Ashley

Signature Christine L. Ashley  
Christine L. Ashley

### ACKNOWLEDGMENT

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the undersigned officer, personally appeared Jimmy D. Ashley and Christine L. Ashley to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 18<sup>th</sup> day of June, 2014.

Notary Public (Signature) [Signature]

My Commission Expires: 12/3/2019

