

AGREEMENT

This agreement is entered into this date by and between Zelma Parks hereinafter referred to as "Party of the first part" and the City of Jonesboro, MATA Department, hereinafter referred to as "party of the second part."

WITNESSETH:

The party of the first part is the owner of certain property at 1516 East Matthews Jonesboro, Arkansas, Parcel Number 2T

The party of the second part is in the process of improving 1516 East Matthews

The party of the second part has agreed to the following requests made by the party of the first part.

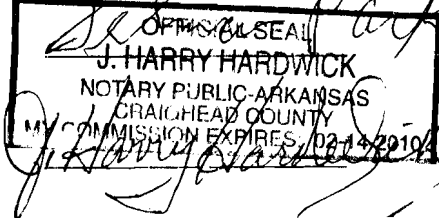
1. To be paid the sum of \$50.00 for temporary easement.
2. Fill area to a mowable slope.
3. Landscape and solid sod all area disturbed by street and driveway construction.

The above said agreed amount to be paid shall be free and clear of any and all emcumbrance with the exception of None.

This agreement is executed on this the 2nd day of January, 2004

CITY OF JONESBORO, MATA DEPT.

BY: [Signature]
DIRECTOR-MATA



2044

2T

TEMPORARY CONSTRUCTION EASEMENT

Whereas, **Zelma Parks** is the owner of land in Craighead County, Arkansas described below, and the City of Jonesboro, a municipal corporation of the State of Arkansas, is the owner of adjoining land;

Whereas, **Zelma Parks**, and city have agreed upon a temporary easement for construction of a street across the land of **Zelma Parks**, in favor of city and in favor of the land of the city;

Now, Therefore, be it agreed between **Zelma Parks**, and city on this 2nd day of January, 2007 ~~8th~~

1. **Zelma Parks**, in consideration of the agreement hereinafter made by city, grants to city a temporary easement for construction of a street over the land of **Zelma Parks**, in City of Jonesboro, Craighead County, Arkansas, more particularly described as follows:

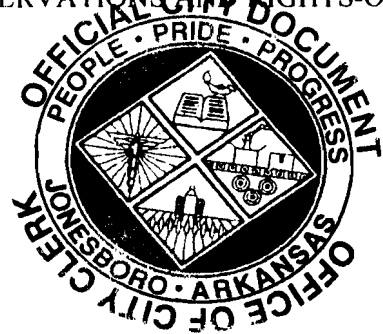
PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TEMPORARY CONSTRUCTION EASEMENT

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, ACCORDING TO THE PLAT OF PATRICK'S SECOND ADDITION TO JONESBORO, ARKANSAS, AS RECORDED IN BOOK 20, AT PAGE 212, IN AND FOR THE PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS: THENCE NORTH 00°45'39" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 14.20 FEET TO A POINT LYING ON THE PROPOSED NORTHERLY RIGHT-OF-WAY LINE OF EAST MATTHEWS AVENUE (33.5' HALF RIGHT-OF-WAY), SAID POINT BEING THE POINT OF BEGINNING: THENCE NORTH 89°54'14" WEST, ALONG SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 67.67 FEET TO A POINT: THENCE NORTH 00°45'39" EAST, DEPARTING FROM SAID PROPOSED NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO A POINT: THENCE SOUTH 89°54'14" EAST A DISTANCE OF 67.67 FEET TO A POINT LYING ON THE EAST LINE OF SAID LOT 1: THENCE SOUTH 00°45'39" WEST, ALONG SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 2,030 SQ. FT. OR 0.047 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



2. **Zelma Parks**, warrants the temporary construction easement against anyone claiming it or in any manner preventing free and unobstructed use of it by city.

3. City, in consideration of the grant of temporary construction easement aforesaid, agrees to construct, maintain and improve the property through the use as is set forth herein.

4. This agreement shall inure to and bind the heirs, executors, administrators, successors and assigns of the parties and shall constitute a covenant running with the land of **Zelma Parks**.

Zelma Parks

Zelma Parks

STATE OF ARKANSAS
COUNTY OF *Craighead*

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared **Zelma Parks**, to me well known to be the persons whose names are 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 *2nd* day of *January*, 200*7* *2011*



J. Harry Hardwick

NOTARY PUBLIC

