

This agreement is entered into on this date by and between **Dr. John T. Gray Memorial School, Inc.** 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 2808 Fox Meadow Lane, Jonesboro, Arkansas, Parcel Number H.

The party of the second part is in the process of improving Fox Meadow Lane.

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 \$1,073.00 based on certified appraisal
- 2. Remove old driveway to back side of new R.O.W. line
- 3. Construct new driveway to new R.O.W. line
- 4. Spread 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 encumbrance with the exception of None.

This agreement is executed on this the 24 day of February, 2004

*Paula Pittman*

CITY OF JONESBORO, MATA DEPT.

BY: *DeScott*  
DIRECTOR - MATA

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 24 DAY OF Feb, 2004.

*J. Harry Hardwick*  
Notary Public

SEAL



### Parcel H

2808 FOX MEADOW LANE  
JONESBORO, ARKANSAS 72404

### Right-of-Way

Whereas, Dr. John T. Gray Memorial School, Inc., are the owners 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, Dr. John T. Gray Memorial School Inc., and city have agreed upon a right-of-way for construction and maintenance of a street across the land of Dr. John T. Gray Memorial School Inc., in favor of city and in favor of the land of city.

Now, therefore, Dr. John T. Gray Memorial School Inc., be it agreed between, and city on 24 day of February, 2004.

1. Dr. John T. Gray Memorial School, Inc., in consideration of the agreement hereinafter made by city, grants to city and right-of-way for construction and maintenance of a street over the land of the Dr. John T. Gray Memorial School Inc., in City of Jonesboro, Craighead County, Arkansas, or particularly described as follows:

#### RIGHT OF WAY ACQUISITION

A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 4 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE S89°24'W 664.64 FEET; THENCE N00°04'W 45.66 FEET TO THE POINT OF BEGINNING; THENCE N89°37'W 235.23 FEET;; THENCE N00°13'W 3.50 FEET; THENCE S 89°37'E 235.25 FEET; THENCE S00°04'E 3.50 FEET TO THE POINT OF BEGINNING; CONTAINING (823.38 SQ. FT.) 0.02 ACRES; MORE OR LESS, AS SHOWN BY PLAT ATTACHMENT.

#### 10 FOOT TEMPORARY CONSTRUCTION EASEMENT

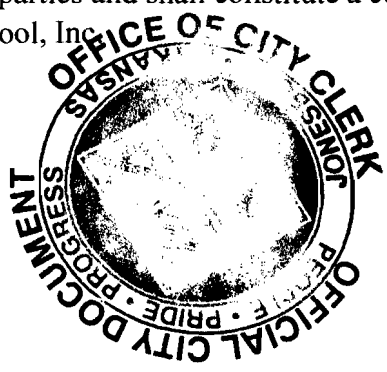
A 10 FOOT WIDE STRIPE OF LAND PARALLEL AND ADJACENT TO THE TO THE NORTH LINE OF THE DESCRIBED RIGHT OF WAY ACQUISITION AS SHOWN ON PLAT ATTACHMENT. TO BE RELINQUISHED UPON COMPLETION AND ACCEPTANCE OF THE CONSTRUCTION IMPROVEMENTS BY THE CITY OF JONESBORO, ARKANSAS.



2. Dr. John T. Gray Memorial School, Inc., warrants the right of way against anyone claiming it or in any manner preventing free and unobstructing use of it by city.

3. City, in consideration of the grant of right of way 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 Dr. John T. Gray Memorial School, Inc.



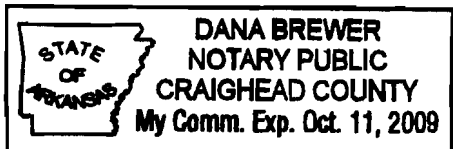
*John T. Gray*  
Dr. John T. Gray Memorial School., Inc.

STATE OF ARKANSAS  
COUNTY OF Arkansas Craighead

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared John T. Gray Memorial School Inc., 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 24th day of February, 2004.



*Dana Brewer*  
NOTARY PUBLIC