

## **AGREEMENT FOR LAND DONATION**

1. **Parties:** Blazer Land Holdings LLC (“Donor”) offers to donate, subject to the terms set forth in this agreement, the following property, to the City of Jonesboro, a municipality located in Jonesboro, Arkansas (“Donee”).
2. **Property Description:** The following described property located in Craighead County, Arkansas, to wit:

A part of Lot 1 of Quinn Aviation Addition to Jonesboro, Arkansas and part of the North Half of the Northwest One-Quarter, all being located in Section 10, Township 13 North, Range 03 East, Craighead County, Arkansas, being more particularly described as follows:

COMMENCING at the West One-Quarter Corner of said Section 10; Thence, North 00° 12' 22" West for a distance of 1324.18 feet to a point. Thence, North 00° 13' 29" West for a distance of 667.00 feet to a point. Thence, South 87° 59' 01" East for a distance of 1083.19 feet to a point. Thence, North 03° 10' 48" East for a distance of 127.99 feet to a point. Thence, North 86° 53' 34" West for a distance of 68.02 feet to a point. Thence, North 03° 10' 01" East for a distance of 477.58 feet to a point on the Right of Way of Arkansas Highway 49. Thence, South 87° 33' 47" East along said Right of Way for a distance of 149.25 feet to the POINT OF BEGINNING. Thence, South 87° 33' 47" East for a distance of 41.90 feet to a point. Thence, South 87° 36' 19" East for a distance of 105.52 feet to a point. Thence, South 87° 32' 57" East for a distance of 140.66 feet to a point. Thence, South 87° 30' 33" East for a distance of 7.05 feet to a point. Thence, South 00° 04' 28" East leaving said Right of Way for a distance of 296.03 feet to a point. Thence, South 89° 55' 17" West for a distance of 287.85 feet to a point. Thence, North 00° 04' 02" West a distance of 308.63 feet to the POINT OF BEGINNING, containing 2.00 acres, more or less, and being subject to all rights of way and easements of record.

3. **Title Insurance/Other Costs:** The parties agree that title insurance or survey costs will be paid by the requesting party. If revenue stamps are required, they will be paid equally by the parties. Each party shall be responsible for their own attorney fees and other costs.
4. **Title Documents:** Donor agrees to execute and deliver a warranty deed to Donee conveying the property. The property shall be free and clear of all liens and encumbrances, except it shall be subject to recorded restrictions, easements, and rights of way, if any.
5. **Stipulations:** Donee agrees that the warranty deed shall include a restriction qualifying the use of the subject property to include a provision stating that if the property is developed, its use shall be strictly limited to: a fire station, short-term severe weather or disaster emergency shelter, police substation or similar short-term public safety benefit facility. The warranty deed shall further state that if the property is not in funded process of creating a public safety benefit within seven (7) years, the property would be conveyed

back via warranty deed to Donor, or its assigned representatives, unless additional legislation between the City of Jonesboro and Donor alters the original contract represented in the City of Jonesboro's resolution entered in conjunction herewith.

6. **Authority:** All signors certify they are authorized to enter into and bind the parties they represent to this agreement.

**Donor:**

Blazer Land Holdings LLC, an Arkansas  
limited liability company

By\_\_\_\_\_

**Donee:**

City of Jonesboro, an Arkansas municipality

By\_\_\_\_\_

Attest:

By\_\_\_\_\_