# WARRANTY DEED



KNOW ALL MEN BY THESE PRESENTS:

THAT ERNEST PARISH, SR., Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid by THE CITY OF JONESBORO, A MUNICIPAL CORPORATION, Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said Grantee and unto its successors and assigns forever, the following described lands lying in Craighead County, Arkansas, to-wit:

A part of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter and a part of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter, all in Section 23, Township 14 North, Range 3 East of the 5th principal meridian in Craighead County, Arkansas, more particularly described as follows:

From the Southwest corner of said Section 23, thence North 00°04'17"E 658.01 feet along the West line of said Section 23 to the Southwest Corner of the Northwest Quarter, Southwest Quarter of said Section 23, the point of beginning;

Continue thence North 00°04'17"E 844.51 feet along the West line of said Section 23 to a point on the Southerly right of way of an existing public road; thence S83°38'00"E 107.18 feet along said right of way to a point; thence S75°18'00"E 51.32 feet along said right of way to a point; thence S72°30'17"E 50.49 feet along said right of way to a point; thence S70°03'32"E 32.00 feet along said right of way to a point; thence S00°04'17"W 790.54 feet to a point on the South line of the Northwest Quarter, Southwest Quarter, Southwest Quarter, Southwest Quarter, Southwest S89°16'23"W 234.47 feet to the point of beginning, containing some 4.435 acres, more or less.

To have and to hold the same unto the said Grantee and unto its successors and assigns forever, with all appurtenances hereunto belonging.

And I hereby covenant with the said Grantee that I will forever warrant and defend the title to the said lands against all claims whatever.

witness the hand of Ernest Parish, Sr., Grantor, this <u>alat</u> day of <u>May</u>, 1987.

Ernest Parish, SR.

# QUITCLAIM DEED



## KNOW ALL MEN BY THESE PRESENTS:

That Stephen E. Barnard and Nancy L. Barnard, his wife, Grantors herein, for the consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by Ernest Parish, Sr., Grantee herein, the receipt of which is hereby acknowledged, do remise, remit, alien and quitclaim unto the said Ernest Parish, Sr., all our right, title, claim, interest, equity and estate, in and to the following described lands:

A part of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter and a part of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter, all in Section 23, Township 14 North, Range 3 East of the 5th principal meridian in Craighead County, Arkansas, more particularly described as follows:

From the Southwest corner of said Section 23, thence North  $00^{\circ}04'17''E$  658.01 feet along the West line of said Section 23 to the Southwest Corner of the Northwest Quarter, Southwest Quarter, Southwest Quarter of said Section 23, the point of beginning;

Continue thence North 00°04'17"E 844.51 feet along the West line of said Section 23 to a point on the Southerly right of way of an existing public road, thence S83°38'00"E 107.18 feet along said right of way to a point; thence S75°18'00"E 51.32 feet along said right of way to a point; thence S72°30'17"E 50.49 feet along said right of way to a point; thence S70°03'32"E 32.00 feet along said right of way to a point; thence S00°04'17"W 790.54 feet to a point on the South line of the Northwest Quarter, Southwest Quarter, Southwest Quarter, said Section 23, thence S89°16'23"W 234.47 feet the point of beginning, containing some 4.435 acres, to more or less.

TO HAVE AND TO HOLD the same unto the said Ernest Parish, Sr. and unto his heirs and assigns forever, with all appurtenances thereunto belonging.

IN TESTIMONY WHEREOF, the Grantors have hereunto affixed their hand and seal this **ald** day of May, 1987.

Stephen E. Barnard.

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

### CONTRACT

This agreement is entered at Jonesboro, Arkansas, on this 21st day of May, 1987, by and between the City of Jonesboro, a municipal corporation (hereinafter referred to as the "City"), and Ernest Parish, Sr., witnesseth:

#### IT IS HEREBY AGREED AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE: Ernest Parish, Sr. agrees to sell to City and City agrees to purchase from Ernest Parish, Sr., upon the terms and for the consideration set forth in this agreement, all that certain real property (hereinafter called the "property"), situated in the City of Jonesboro, County of Craighead, State of Arkansas Arkansas, legally described as follows:

A part of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter, all in Section 23, Township 14 North, Range 3 East of the 5th principal meridian in Craighead County, Arkansas, more particularly described as follows:

From the Southwest corner of said Section 23, thence North 00°04'17"E 658.01 feet along the West line of said Section 23 to the Southwest Corner of the Northwest Quarter, Southwest Quarter of said Section 23, the point of beginning;

Continue thence North 00°04'17"E 844.51 feet along the West line of said Section 23 to a point on the Southerly right of way of an existing public road; thence S83°38'00"E 107.18 feet along said right of way to a point; thence S75°18'00"E 51.32 feet along said right of way to a point; thence S72°30'17"E 50.49 feet along said right of way to a point; thence S70°03'32"E 32.00 feet along said right of way to a point; thence S00°04'17"W 790.54 feet to a point on the South line of the Northwest Quarter, Southwest Quarter, Southwest Quarter, Southwest S89°16'23"W 234.47 feet to the point of beginning, containing some 4.435 acres, more or less.

2. PURCHASE PRICE: City shall pay Ernest Parish, Sr. the sum of TWO THOUSAND DOLLARS AND NO/100 (\$2,000.00), which sum shall be the sole compensation due Ernest Parish, Sr. for any and all claims of any description whatsoever, including costs and attorneys' fees, if any, arising out of the city's acquisition of the property or on account of the location, grade, or construction of any public improvement thereupon. Said purchase price shall be paid to Ernest Parish, Sr. upon delivery by the seller, Ernest Parish, Sr., of his warranty deed to the above described property.

p. 2

3. CONVEYANCE OF TITLE: Ernest Parish, Sr. agrees to convey to the City marketable fee simple title to the property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases and taxes, except: a) Public easements and right-of-way record.

- 4. DEED: Ernest Parish, Sr. has executed and handed his warranty deed to City, the receipt of which the City hereby acknowledges. Acceptance and recordation of such deed by the City is authorized by Ernest Parish, Sr. Ernest Parish, Sr. further agrees to obtain and deposit with the City any and all additional instruments as the City may reasonably deem necessary for the effective conveyance to the City of that title described ini paragraph 3 of this agreement.
- 5. FEES, CHARGES, AND COSTS: The City shall pay all recording fees, title searches, and abstractor's costs.
- 6. LEASE WARRANTY: Ernest Parish, Sr. warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the seller further agrees to hold the City harmless and reimburse it for any and all of its losses and expenses occasioned by reason of lease of the property held by any tenant or Ernest Parish, Sr. for a period exceeding one month.
- 8. INTEGRATION: This agreement constitutes the entire agreement between the parties and neither party relies upon any warrants or representation not contained herein.

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_\_ day of May, 1987.

ERNEST	PARISH,	SR.,	SELLER

ATTEST:

# ACKNOWLEDGMENT

STATE OF ARKANSAS COUNTY OF CRAIGHEAD

On this day, before me, a Notary Public duly commissioned, qualified and acting within and for the said County and State aforesaid, personally appeared, Stephen E. Barnard and Nancy L. Barnard, to me personally well known, who acknowledged that they had executed the foregoing instrument for the consideration and purposes therein contained.

WITNESS my hand and official seal this 2/at day of May, 1987.

Shirley a. Warkins

MY COMMISSION EXPIRES:

1-10-90

# <u>CERTIFICATE</u> <u>OF</u> <u>RECORD</u>

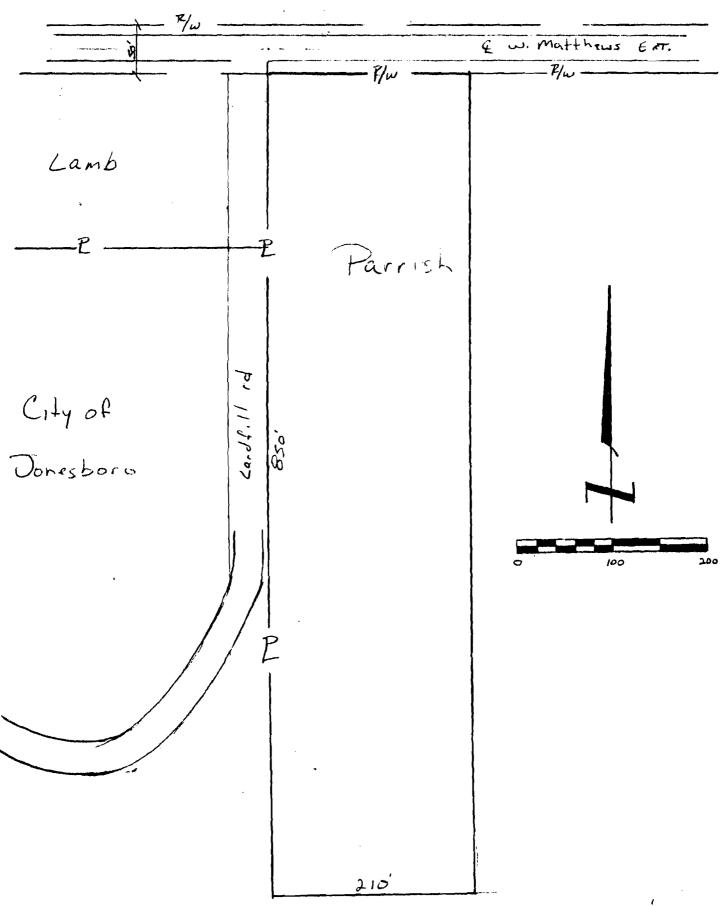
STATE	ΟF	ARKANSAS
COUNTY	OF	CRAIGHEAD

]	Ţ,		PAT FLE	ETWOOD	_,	Circuit	Cle	rk and
ex-of	ficio Re	corder of	and for	the Coun	ty af	oresaid,	, do	hereby
certi	fy that	the annexe	ed and fo	regoing	instr	ument wa	as file	ed for
1:15	d in my o'clock	PM.,	and the	same is	now	duly rec	orded	, with
	wledgment	s and cert	tificates	thereon	in D	eed Reco	ord	, at
Page	105-107							
	IN WITNES	S WHEREOF.	, I have	hereunt	o set	my hand	l and a	affixed

the Seal of said Court this <u>21st</u> day of <u>May</u>, 1987.

CIRCUIT CLERK AND EX-OFFICIO

RECORDER



I agree to sell to the City Of Jonesboro the above property, as shown on this plat, Joining the City Of Jonesboro's Property on the west and West Matthews Extended on the north, Aprox. 4.10 acresof land for \$2000.00, total.

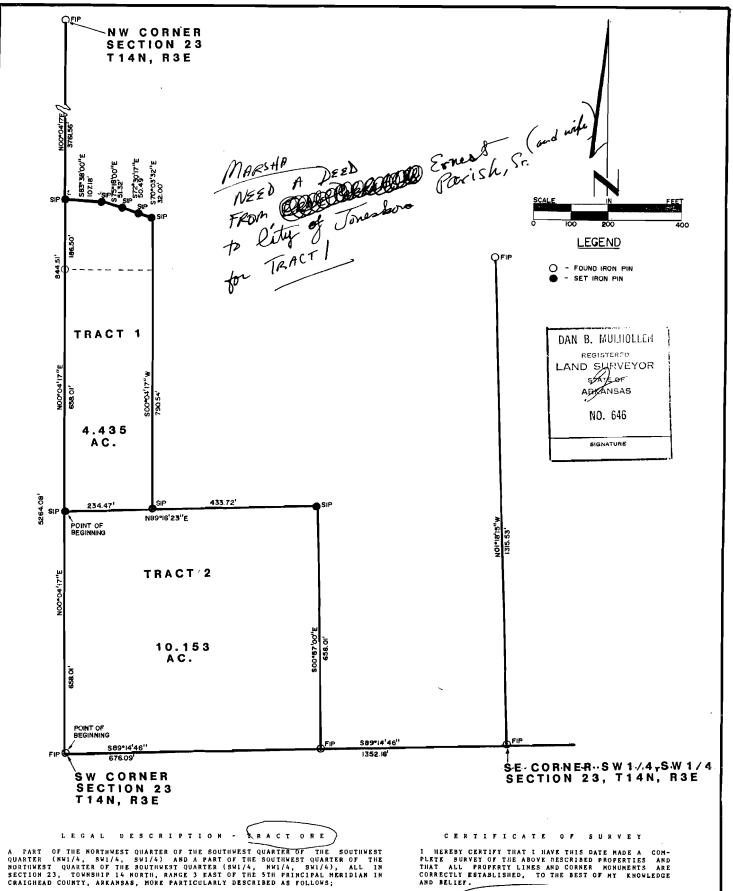
I TEarnest D Parrish do give the city a 90 day option on this aggrement and Accept \$1.00 to secure this aggrement.

Date 4/3/87

Earnest D Parrish

Witnessed

Jerry of Johnston



FROM THE SOUTHWEST CORNER OF SAID SECTION 23, THENCE NOO°04'17"E 658.01 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO THE SOUTHWEST CORNER OF THE NW1/4, BW1/4, SW1/4 OF SAID SECTION 23, THE POINT OF BEGINNING;

CONTINUE THENCE NOO "04'17"E 844.51 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF AN EXISTING PUBLIC ROAD, THENCE 583 "38'00"E 107.18 FEET ALONG SAID RIGHT OF WAY TO A POINT, THENCE 575'18'00"E 51.32 FEET ALONG SAID RIGHT OF WAY TO A POINT, THENCE 575'18'00"E 51.32 FEET ALONG SAID RIGHT OF WAY TO A POINT, THENCE 572'30'17"E 50.49 FEET ALONG SAID RIGHT OF WAY TO A POINT, THENCE 500'03'12"E 32.00 FEET ALONG SAID RIGHT OF WAY TO A POINT, THENCE SOO" 04'17"W 790.54 FEET TO A POINT ON THE SOUTH LINE OF THE NMI/4, SWI/4, SWI/4, SAID SECTION 23, THENCE S89" 16'123"W 234.47 FEET TO THE POINT OF BEGINNING, CONTAINING SOME 4.435 ACRES, MORE OR LESS.

LEGAL DESCRIPTION - TRACT TWO

ALL OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SHI/4, SHI/4, SHI/4) OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN IN CRAIGHEAD COUNTY, ARKANSAS, HORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM THE SOUTHWEST CORNER OF SAID SECTION 23, THE POINT OF BEGINNING;

THENCE NOO°04'17"E 658.01 FEET ALONG THE WEST LINE OF SAID SECTION 23 TO THE NORTHWEST CORNER OF THE SWI/4, SWI/4, SWI/4, SAID SECTION 23, THENCE M89° 16'23"E 668.19 FEET ALONG THE NORTH LINE OF THE SWI/4, SWI/4, SWI/4, SAID SECTION 23 TO THE NORTHEAST CORNER THEREOF, THENCE SOO°37'OO'FE 658.01 FEET ALONG THE EAST LINE OF THE SWI/4, SWI

Nach Surveyor 646, May 15, 1987

LANDFILL SURVEY CITY OF JONESBORO

MULHOLLEN & ASSOCIATES INC.

1286-080

## LEASE AGREEMENT

This agreement entered into this  $20^{2}$  day of May, 1986, between the City of Jonesboro, Arkansas, a municipal corporation hereinafter referred to as Lessee, and Earnest Parish, hereinafter referred to as Lessor, as Follows:

- 1. Lessor agrees to lease to Lessee the following described real property lying in Craighead County, Arkansas, to-wit:
- All that part of the Southwest Quarter of the Southwest Quarter of S 23, Township 14 North, Range 3 East, less and except:
  - (1) the East 198th Feet thereof;
  - (2) the North 50 Feet thereof;

- (3) the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of S 23, Township 14 N, Range 3 East and(4) that portion of the property under which a 160 foot, two-way radio tower, transmitter and guide wires have been constructed.
- The term of this lease shall commence on the date stated above and shall be for a period of twelve (12) months from this date, after which time this lease shall continue on a month-tomonth basis until terminated by the Lessee by written notice to the Lessor 30 days prior to the date of termination of the agreement.
- 3. Lessee agrees to pay Lessor the sum of One Hundred (\$100.00) per month as rent on the above described property.
- 4. The Lessor agrees that Lessee can use the property described for landfill operations.

IN WITNESS WHEREOF, the parties have executed this lease on the date written above.

ERNEST PARRISH, LESSOR

Earnest Parish

ATTEST: