

1706 Lawson Road
Parcel #7
Right-of-Way

Whereas, Chad R. Lynch and Janeene L. Lynch are the owners of land in Craighead County, Arkansas, as described below, and the City of Jonesboro ("the City"), a municipal corporation of the State of Arkansas, is the owner of adjoining land;

Whereas, Chad R. Lynch and Janeene L. Lynch and the City have agreed upon a right-of-way for construction and maintenance of a street across the land of Chad R. Lynch and Janeene L. Lynch in favor of the City and in favor of the land of the City.

Now, therefore, be it agreed between Chad R. Lynch and Janeene L. Lynch and the City on the 7th day of November, 2005.

I. Chad R. Lynch and Janeene L. Lynch in consideration of the agreement hereinafter made by city, grant to the City a right-of-way for construction and maintenance of a street over the land of Chad R. Lynch and Janeene L. Lynch in City of Jonesboro, Craighead County, Arkansas, or particularly described as follows:

Right of Way Acquisition Area

Being part of the Chad R. Lynch and Janeene L. Lynch property as described in Book 460, Page 620 at the Craighead County Circuit Clerk's office of the State of Arkansas.

Commencing at the southwest corner of Section 1, Township 13 North, Range 3 East; thence along the east line of said section North 00° 19' 43" West, a distance of 197.54 feet to a point on the existing south right-of-way (R.O.W.) line of Lawson Road (60 feet wide); thence continuing along said east line North 00° 19' 43" West, a distance of 82.54 feet to the true POINT OF BEGINNING, said point being on the existing north R.O.W. line of Lawson Road; thence continuing along said east line North 00° 19' 43" West, a distance of 121.64 feet to a point; thence leaving said east line North 74° 41' 44" East, a distance of 90.57 feet to a point of tangent curvature; thence along a curve to the right having a radius of 650.00 feet and an arc length of 474.91 feet (chord = South 84° 22' 24" East, 464.42 feet) to a point of non-tangency on the east property line of the subject property; thence along said east line South 19° 24' 17" West, a distance of 23.56 feet to a point on the existing north R.O.W. line of Lawson Road Extended; thence leaving said east line along said north R.O.W. line North 58° 56' 43" West, a distance of 6.20 feet to a point of tangent curvature; thence continuing along said north R.O.W. line along a curve to the left having a radius of 422.70 feet and an arc length of 551.47 feet (chord = South 83° 40' 47" West, 513.18 feet) to a point of tangency; thence continuing along said north R.O.W. line South 46° 18' 17" West, a distance of 35.45 feet to the POINT OF BEGINNING and containing 23,050 square feet (0.529 acres) in the southwest quarter of the southwest quarter of Section 1.

Temporary Construction Easement Area

Being part of the Chad R. Lynch and Janeene L. Lynch property as described in Book 460, Page 620 at the Craighead County Circuit Clerk's office of the State of Arkansas.

Commencing at the southwest corner of Section 1, Township 13 North, Range 3 East; thence along the east line of said section North $00^{\circ} 19' 43''$ West, a distance of 140.79 feet to a point on the proposed right-of-way (R.O.W.) line of Valley Ridge Terrace (60 feet wide); thence continuing along said east line North $00^{\circ} 19' 43''$ West, a distance of 56.75 feet to a point on the existing south R.O.W. line of Lawson Road (60 feet wide); thence continuing along said east line North $00^{\circ} 19' 43''$ West, a distance of 82.54 feet to a point on the existing north R.O.W. line of Lawson Road; thence continuing along said east line North $00^{\circ} 19' 43''$ West, a distance of 121.64 feet to the true POINT OF BEGINNING; thence continuing along said east line North $00^{\circ} 19' 43''$ West, a distance of 10.35 feet to a point; thence leaving said east line North $74^{\circ} 41' 44''$ East, a distance of 87.89 feet to a point of tangent curvature; thence along a curve to the right having a radius of 660.00 feet and an arc length of 153.64 feet (chord = North $81^{\circ} 21' 53''$ East, 153.29 feet) to a point of non-tangency; thence South $01^{\circ} 57' 59''$ East, a distance of 10.00 feet to a point of non-tangent curvature on the proposed north R.O.W. line of Lawson Road; thence along said north R.O.W. line along a curve to the left having a radius of 650.00 feet and an arc length of 151.31 feet (chord = South $81^{\circ} 21' 53''$ West, 150.97 feet) to a point of tangency; thence continuing along said north R.O.W. line South $74^{\circ} 41' 44''$ West, a distance of 90.57 feet to the POINT OF BEGINNING and containing 2,417 square feet (0.055 acres).

2. Chad R. Lynch and Janeene L. Lynch warrant the right-of-way against anyone claiming it or in any manner preventing free and unobstructed use of it by the City.

3. The 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 insure to and bind the heirs, executors, administrators, successors and assigns of the parties and shall constitute a covenant running with the land of Chad R. Lynch and Janeene L. Lynch.

(

Lynch

Lynch

WITNESSES

Notary Public in and for the State of Michigan, do hereby certify that I am a Notary Public in and for the State of Michigan, and that the foregoing instrument, together with the exhibits thereto, were subscribed to by the parties whose names are subscribed to the foregoing instrument, and that the same were acknowledged to me for the purposes therein stated and set forth.

WITNESS my hand and seal

this 7th day of November 2005.

AGREEMENT

This agreement is entered into on this date by and between Chad R. Lynch and Janeene Lynch hereinafter referred to as "party of the first part" and the City of Jonesboro, hereinafter referred to as "party of the second part."

WITNESSETH:

The party of the first part is the owner of certain property at 1706 Lawson Road Jonesboro, Arkansas, Parcel Number 7

The party of the second part is in the process of improving Lawson Road

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 \$14,000.00
- #2 Brick mailbox to be replaced with like material
- #3 All area disturbed by street construction to be leveled and seeded to match existing sod

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 7th day of November, 2005.

=

ORE ME ON TH

2010

4 of 5