AGREEMENT

This agreement is entered into on this date by and between Joe Cebulski, Laura Cebulski, and

Tye Harvey 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 811 West Nettleton Avenue, Jonesboro, Arkansas, Parcel Number 45.

The party of the second part is in the process of improving West Nettleton Avenue.

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 \$ 989.00
- 2. Remove existing public sidewalk and replace with new sidewalk.
- 3. Remove concrete steps and walkway to back of new R.O.W. line.
- 4. Grade from back of new sidewalk use 3:1 mowable slope.
- 5. Construct concrete steps and walkway to back of new R.O.W. line.
- 6. Solid sod new terraced area and area disturbed by construction.

The above said agreed amount to be paid shall be free and clear of any and all emcumbrance with

This agreement is executed on this the 6th day of Juni

Laura Cebulski

Tye Harvey

DATE 8 DONNA K. JACKSON

NOTARY PUBLIC-ARKANSAS CRAIGHEAD COUNTY COMMISSION EXPURES: 02-14-20

CITY OF JONESBORO, MATA/DEPT.

 \mathbf{Y} : (

DIRECTOR - MATA

811 West Nettleton Avenue Parcel #45

Right-of-Way

Whereas, JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, 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, JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, and city have agreed upon a right-of-way for construction and maintenance of a street across the land of JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, in favor of city and in favor of the land of city.

Now, Therefore, be it agreed between JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, and city on ________, 2001.

1. JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, in consideration of the agreement

1. JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, in consideration of the agreement hereinafter made by city, grants to city a right-of-way for construction and maintenance of a street over the land JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, in City of Jonesboro, Craighead County, Arkansas, or particularly described as follows:

DESCRIPTION OF PERMANENT RIGHT-OF-WAY

PART OF LOT 6 IN BLOCK "B" OF HOLLYWOOD ADDITION TO JONESBORO, ARKANSAS AS RECORDED IN DEED BOOK #48, PAGE #101 IN THE OFFICE OF THE CIRCUIT COURT CLERK AND EX-OFFICIO RECORDER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 6 IN BLOCK "B" OF HOLLYWOOD ADDITION TO JONESBORO, ARKANSAS; THENCE SOUTH 0°43'31" EAST, ALONG THE EAST LINE OF LOT 6 AFORESAID, 10.60 FEET; THENCE SOUTH 89°16'29" WEST 49.58 FEET TO THE WEST LINE OF LOT 6 AFORESAID; THENCE NORTH 0°43'31" WEST ALONG SAID WEST LINE, 10.54 FEET TO THE NORTHWEST CORNER OF LOT 6 AFORESAID; THENCE NORTH 89°11'43" EAST, ALONG THE NORTH LINE OF LOT 6 AFORESAID, 49.58 FEET TO THE POINT OF BEGINNING, CONTAINING 0.012 ACRES, (524.44 SQUARE FEET).

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- 2. JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, warrants the right-of-way 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 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 JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY.

OE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY

STATE OF ARKANSAS COUNTY OF Langhia

ACKNOWLEDGEMENT

On this day before me, the undersigned officer, personally appeared JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, to me well known to be the person whose name is subscribed to the foregoing instrument and acknowledged that she had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this

day of ______, 2002.

OFFICIAL SEAL

J. HARRY HARDWICK
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION OF TO 2-14-2010

Certified Copy

DATE 8/2/22

CITY CLERK

DEED BOOK 632 PAGE 492 AGREEMENT

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The above said agreed amount to be paid shall be free and clear of any and all emcumbrance with

the exception of Legions Bank

This agreement is executed on this the Ittle day of

,2002

Joe Cebulski

Laura Cebulski

Tye Harvey

OFFICIAL SEAL
J. HAPRY HARDWICK
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY

CITY CLERK

THE PERSON AND THE PE

pν.

DIRECTOR - MATA

811 West Nettleton Avenue Parcel #45

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Now, Therefore, be it agreed between JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, and city on _____ day of ______, and _____, and ______, and ______, and ______.

1. JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, in consideration of the agreement

1. JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, in consideration of the agreement hereinafter made by city, grants to city a right-of-way for construction and maintenance of a street over the land JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, in City of Jonesboro, Craighead County, Arkansas, or particularly described as follows:

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Certified Copy

DATE 8/9/02

DONNA K. JACKSON

CITY CLERK

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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 JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY.

CEBULSKI, LAVRA CEBULSKI AND TYE HARVEY

STATE OF ARKANSAS Texas
COUNTY OF Travis

ACKNOWLEDGEMENT

On this day before me, the undersigned officer, personally appeared JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY, to me well known to be the person whose name is subscribed to the foregoing instrument and acknowledged that she had executed the same for the purposes therein stated and set forth.

Both

WITNESS my hand and seal this _____

NOTARY PUBLIC

day of

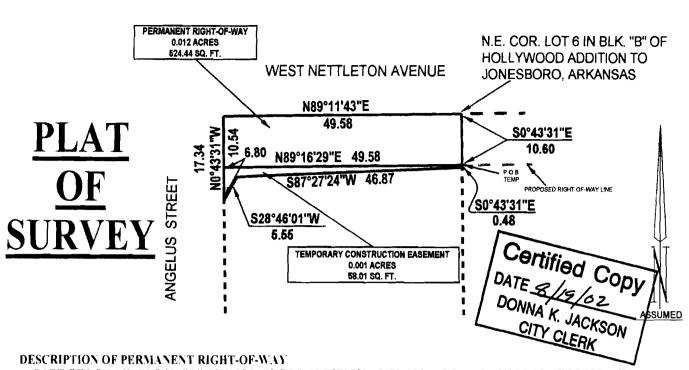
State of Texas
County of Travis

This instrument was acknowledged

By Tye Colin Harrey
NOTARY Declar James







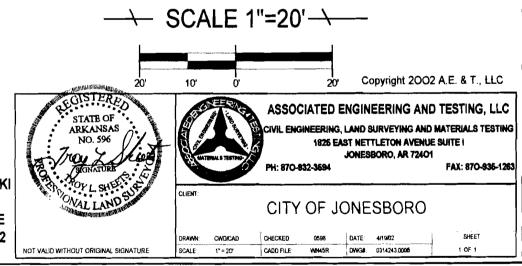
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SURVEYOR'S NOTE

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE CITY OF JONESBORO, AND IS NOT ASSIGNABLE.

JOE CEBULSKI, LAURA CEBULSKI AND TYE HARVEY 811 WEST NETTLETON AVENUE DEED RECORD #616, PAGE #412

Joe Cebulski

LOCATED AT:

811 W Nettleton Ave Lot 6 Block B of Hollywood Addition Jonesboro, AR 72401

FOR:

City of Jonesboro-Mr. Aubrey Scott 314 W Washington, Jonesboro AR 72401

AS OF:

December 6, 2001

BY:

Bob Gibson, CG0247

BOB GIBSON & ASSOCIATES

Real Estate Appraisers & Consultants 420 W. Jefferson P. O. Box 3071 Jonesboro, Arkansas 72401

Bob L. Gibson, CG0247 Fred D. Jaynes, CG0496 Dennis L. Jaynes, CG0607 Telephone (870) 932-5206 Facsimile (870) 972-9959

December 6, 2001

MATA Attn: Mr Aubrey Scott 314 W Washington Jonesboro, AR 72401

> Re: 811 W Nettleton Jonesboro AR

Dear Mr. Scott:

I have appraised the above property as of December 6, 2001, and find the market value to be \$12,000. In accordance with your instructions, I have reduced the lot size by the "amount of taking" for the purpose of widening Nettleton Avenue. The remaining value is \$11,161 or a difference of \$839 which is the just compensation due the owner. In addition, a temporary easement of 58.01 sq ft is being used. A fee of \$150 is being paid for this inconvenience bringing total compensation to \$989.

Should I be of future service, please contact my office.

Sincerely,

Bob Gibson, CG0247ENERAL

No. CG0247

The Country of the Co

The purpose of this appraisal is to give a fair market value of the land taken by the City of Jonesboro for the expansion of Nettleton Avenue. The subject at 811 W Nettleton will lose a tract of land: 524.44 sq ft

The value of the improvements has not been affected. Therefore, the assessed value of the improvements has not been used in the appraisal. The set back should not affect the driveway and the entrance to the improvements.

Subject Value as of December 6, 2001

Value Before Taking: 7,500 sq ft x 1.60 = 12,000

Improvements: NA

Land: \$12,000

\$12,000

Value After Taking: 7,500 - 524.44 sq ft x \$1.60 = \$11,161

Improvements: NA

Land: \$11,161

\$11,161

Difference is the just compensation or \$839

A temporary easement of 58.01 sq ft is being used. A fee of \$150 is paid for this inconvenience.

Total Compensation \$839 + \$150 = \$989

SUMMARY OF SALIENT FEATURES

	Subject Address	811 W Nettleton Ave						
ı	Legal Description	Lot 6 Block B of Hollywood Addition						
NOI	City	Jonesboro						
SUBJECT INFORMATION	County	Craighead						
ECT INF	State	AR						
SUBJ	Zip Code	72401						
	Census Tract	3.00						
	Map Reference	N/A						
SALES PRICE	Sale Price	\$ N/A						
SALE	Date of Sale	N/A						
CLIENT	Borrower / Client	CLIENT: City of Jonesboro						
	Lender	City of Jonesboro-Mr. Aubrey Scott						
	Cine (Course Feet)							
	Size (Square Feet)							
1ENTS	Price per Square Foot Location	Lithon Ava						
OF IMPROVEMENTS		Urban-Avg						
	Age							
DESCRIPTION	Condition							
DESCR	Total Rooms							
	Bedrooms							
	Baths							
н	Appraiser	Bob Gibson, CG0247						
APPRAISER	Date of Appraised Value	December 6, 2001						
AF	San or reprison tallo							
VALUE	Final Estimate of Value	989 - Just Compensation						

LAND APPRAISAL REPORT

						File No.
	T: City of Jonesbor			Ce	nsus Tract 3.00	Map Reference N/A
	811 W Nettleton Av	e	Onumba Omnimb			
City Jonesboro	ot 6 Block B of Ho	lhayood Addit	County Craight	ead	State AR	Zip Code <u>72401</u>
City Jonesboro Legal Description Sale Price \$ N/A Actual Real Estate T		f Sale N/A	Loan Term N/A	yrs. Prope	ty Rights Appraised	Fee Leasehold De Minimis PU
Actual Real Estate T			charges to be paid by se		sales concessions N/A	Fee Leasehold De Minimis PU
	y of Jonesboro-Mr.				Vashington, Jonesbor	o AR 72401
Occupant Betty C			Gibson, CG0247		aiser Before Value/Aft	
Loction	⊠ Urt		Suburban	Rural		Good Avg. Fair Poor
Built Up	_	er 75%	25% to 75%	Under 25%	Employment Stability	lyment \(\begin{array}{c ccc} & \begin{array}{c cccc} & \begin{array}{c ccc} & \begin{array}{c ccc} & \begin{array}{c ccc} & \begin{array}{c cccc} & \begin{array}{c cccc} & \begin{array}{c ccc} & \begin{array}{c cccc} & \begin{array}{c cccccc} & \begin{array}{c cccc} & \begin{array}{c ccccc} & \begin{array}{c cccc} & \begin{array}{c cc
Growth Rate Property Values	Fully Dev Ray		✓ Steady✓ Stable	Slow	Convenience to Emplo	yment \square
Demand/Supply	=	reasing Ortage		Declining Oversupply	Convenience to Shopp	
Marketing Time	_	der 3 Mos.	4-6 Mos.	Oversupply Over 6 Mos.	Convenience to School	
Present Land Use		6 2-4 Family		ndo 10% Commercial	Adequacy of Public Transcription Recreational Facilities	ansportation
O C C C C C C C C C C C C C C C C C C C		Vacant		OU TO A COMMERCIAL	Adequacy of Utilities	
Change in Present L			Likely (*)	Taking Place (*)	Property Compatibility	
	(*) From				Protection from Detrim	ental Conditions
Predominant Occupa		ner	Tenant	5_% Vacant	Police and Fire Protect	ion 🗆 🖾 🗂 🗇
Single Family Price F		to \$ 10		nt Value \$ _65	General Appearance of	Properties \square \square \square
Single Family Age	10	yrs. to7	<u>5</u> yrs. Predominant Ag	ge 50 yrs.	Appeal to Market	
.	about the second					
Comments including	tnose factors, favorable	or untavorable, a	mecting marketability (e.g	j. public parks, schools, v	iew, noise): Subject is	bound by Matthews to the North,
of the subject =	roperty The next	i to the East,	and Highway 63 to	the east of the same	tive influences were n	oted during the physical inspection
or the subject p	roperty. The new K	muergarten (enter is located no	rtheast of the subject	t property.	
Dimensions 50x1	50			= 7.50	O Sq. Ft. or Acres	Corner Lot
	R-1 Single Family	y Residential			provements 🔀 do 🗌	do not conform to zoning regulations
Highest and best use		Other (spec	cify)			
Public	Other (Describe)	OFF	SITE IMPROVEMENTS	Topo Level		
Elec.		Street Access	🔀 Public 🔲 Pri	vate Size Average		
Gas 🔀		Surface Asp		Shape Rectangu	ar	
Water 🔀		Maintenance		vate View <u>Average-F</u>		
San. Sewer 🔀		Storm Se				57
	Inderground Elect, & Tel.				ted in a HUD identified Spe	
Comments (lavorable	or untavorable including an	y apparent advers	e easements, encroachmen	ts, or other adverse condition	ins): <u>FEMA Map N</u>	lo. 05031C0131C
						
The undersigned has	recited three recent sale:	s of properties m	nost similar and proximate	to subject and has cons	idered these in the market a	analysis. The description includes a dollar
adjustment reflecting	market reaction to those	items of signific	ant variation between the	subject and comparable	properties. If a significant ite	em in the comparable property is superior
to or more tavorable	than the subject property	/, a minus (-) adj .) adjustment is r	ustment is made thus rec	lucing the indicated value indicated value of the sub	of subject; if a significant it:	em in the comparable is inferior to or less
ITEM	SUBJECT PROPE	 	_ 		MPARABLE NO. 2	COMPARADIT NO 2
Address 811 W N		SEE	COMPARABLE NO. 1	COMPARA		COMPARABLE NO. 3 SALES
Mudrood Cit VV	, o.u.o.o., , , , , , , , , , , , , , , , , ,			33,000		0,1220
Proximity to Subject						
Sales Price	\$	N/A	\$		\$	\$
Price			\$		\$	\$
Data Source	 					
Date of Sale and	DESCRIPTION		ESCRIPTION +(-)\$ Adjust. DESCRI	PTION +(-)\$ Adjus	t DESCRIPTION +(-)\$ Adjust.
Time Adjustment	N/A		1			
Location	Urban-Avg				<u> </u>	
Site/View	7,500 sq ft				<u> </u>	
	 				1	
	 				- ;	
Sales or Financing					1	
Concessions		000000000000000000000000000000000000000				
Net Adj. (Total)	_	+	· 🔲 – 💲 –		\$	+ - \$
Indicated Value						
of Subject	10.		tet % S	Net	<u> </u>	Net % \$
Comments on Marke	r nata:					
						
Comments and Cond	itions of Annraisal					
Communica and Colla						
5						
<u> </u>						
Final Reconciliation:	Just Compensati	on \$839 + Te	emporary Easement	\$150		
	Just Compensation CAS APP	100/1/1/2019				
4	William C. Standard	Mining Ille				
	ZZZ					
	VIEWEL SALTE CUE CUE CONTRACTOR	ANED, OF SOBI	ECT PROPERTY AS OF	De	<u>cember 6</u> 2001	_ to be \$ <u>989</u>
6	ARRET VALUE CAP PER	ED SS ED	ECT PROPERTY AS OF	De	cember 6 2001	_ to be \$ _959
6	CERTIFIE GENERAL	ED CAL	ECT PROPERTY AS OF	De		
Bob Gibson, Co	CERTIFIE GENERA	ED CAL			Did [to be \$
6	CERTIFIE GENERAL	ED SERVINIER SER	Review Appraiser (if a			

COMPARABLE SALES

CLUB MANOR

Sale #1

Seller/Buyer: Troutt to Hill
Sales Price: \$116,000
Date: 4/3/92
Record: 420/267
Size: 1.0 acre
Price/Sq Ft: \$2.66
Legal: Lot 5

Sale #2

Seller/Buyer: Troutt to McKee

 Sales Price:
 \$85,000

 Date:
 4/8/95

 Record:
 483/323

 Size:
 1.0 acre

 Price/Sq Ft:
 \$1.95

 Legal:
 Lot 2

IVY GREEN

Sale #1

Seller/Buyer: Henry to Elrod

Sales Price: \$50,000 Date: \$/13/98 Record: 558/774

Size: .70 acre/30,492 sq ft

Price/Sq Ft: \$1.63 Legal: Lot 9

Sale #2

Seller/Buyer: Mercantile Bank to Parkey

Sales Price: \$45,000 Date: 6/26/92 Record: 425/021

Size: 1.05acre/43,560 sq ft

Price/Sq Ft: \$1.03 Legal: Lot 17

Sale #3

Seller/Buyer: Mantooth to Corcoran

 Sales Price:
 \$50,000

 Date:
 1/30/97

 Record:
 528/217

 Size:
 .73 acre

 Price/Sq Ft:
 \$1.57

 Legal:
 Lot 16

Other Sales

SALE #1:

Grantor/Grantee: Roy Shepherd/Ric Miles

Record: Parcel 27330

Date: 10-99
Sale Price: \$28,000.00
Price/sq.ft. \$1.85

Location: 715-717 W Monroe

Sq.Ft.: 117' x 130' or 15,210 sq ft

Comments: House removed. Multi-family zoned.

SALE #2:

Grantor/Grantee: M/M A.C. Williams, Jr/Guy Barksdale

Record: Bk/Pg 557/535

Date: 4-98

 Sale Price:
 \$13,500.00

 Price/sq.ft.
 \$1.99

 Location:
 620 Elm

 Sq.Ft.:
 42.5' x 160'

SALE #3:

Grantor/Grantee: M/M A.C. Williams, Jr/Wayne Nichols

Record: Bk/Pg 557/533

Date: 4-98
Sale Price: \$13,500
Price/sq.ft. \$1.99
Location: 620 Elm
Sq.Ft.: 42.5' x 160'

Comments: Sale #2 is the other half of this same lot.

After adjustments for time of sale, size, and location a value of \$1.60/sq ft has been given our subject. Therefore, the value of the taking is $$1.60 \times 524.44 \text{ sq ft} = $839 \text{ which is the just compensation due the owner.}$

Note: Subject will lose entrance steps. It is assumed that the city will rebuild.

Subject Photo Page

Borrower/Client CLIENT: City of Jonesboro Property Address 811 W Nettleton Ave

City Jonesboro

County Craighead Lender City of Jonesboro-Mr. Aubrey Scott

State AR

Zip Code 72401



Subject Front

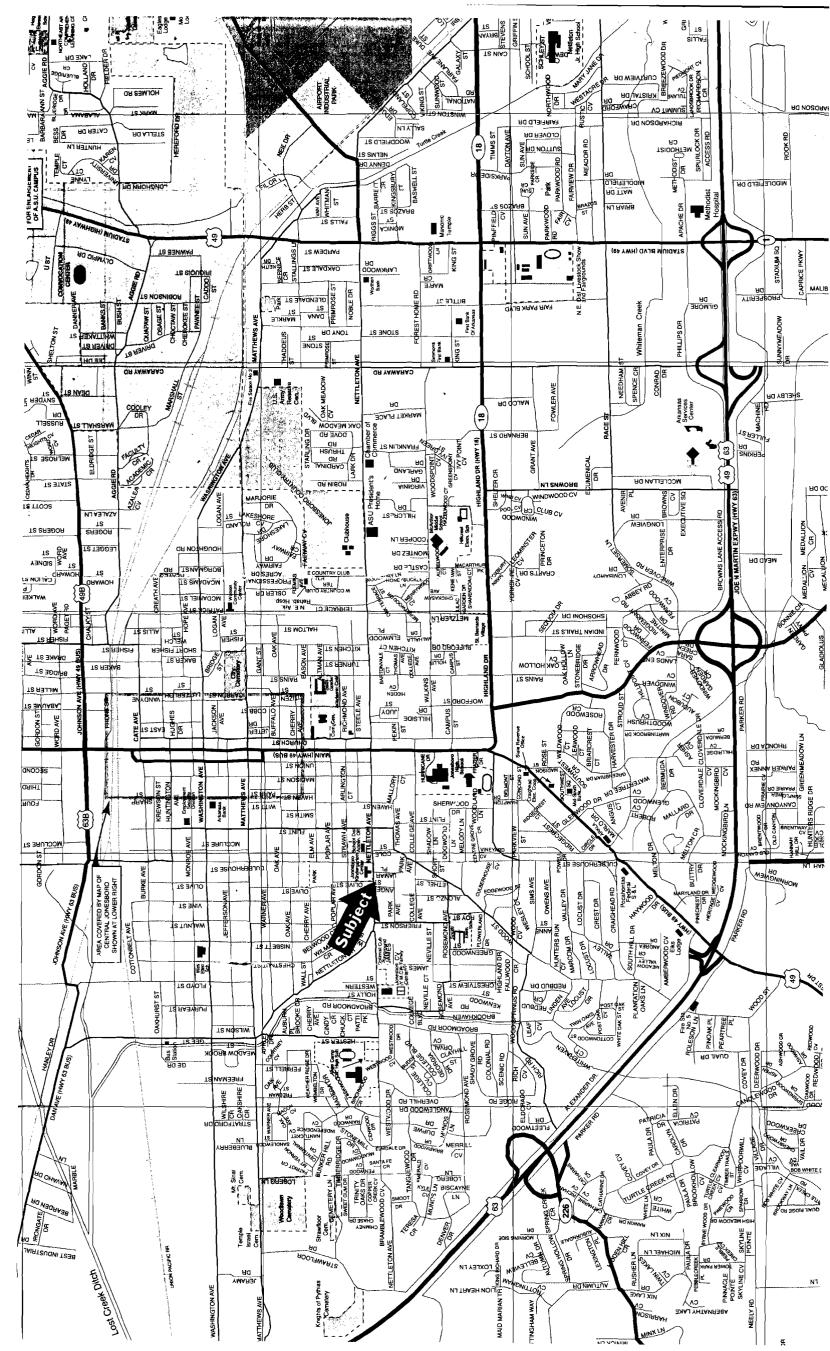
811 W Nettleton Ave Sales Price N/A Gross Living Area Total Rooms **Total Bedrooms** Total Bathrooms

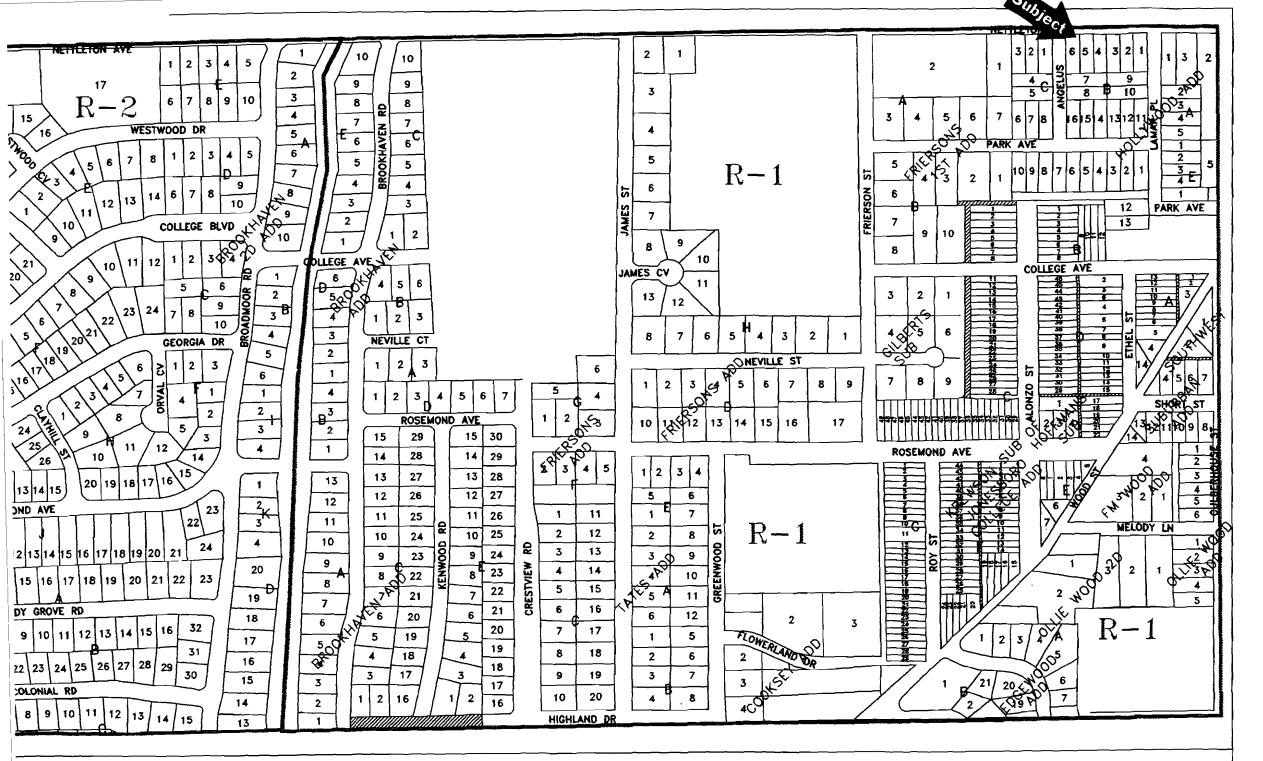
Location Urban-Avg View 7,500 sq ft

Site Quality Age



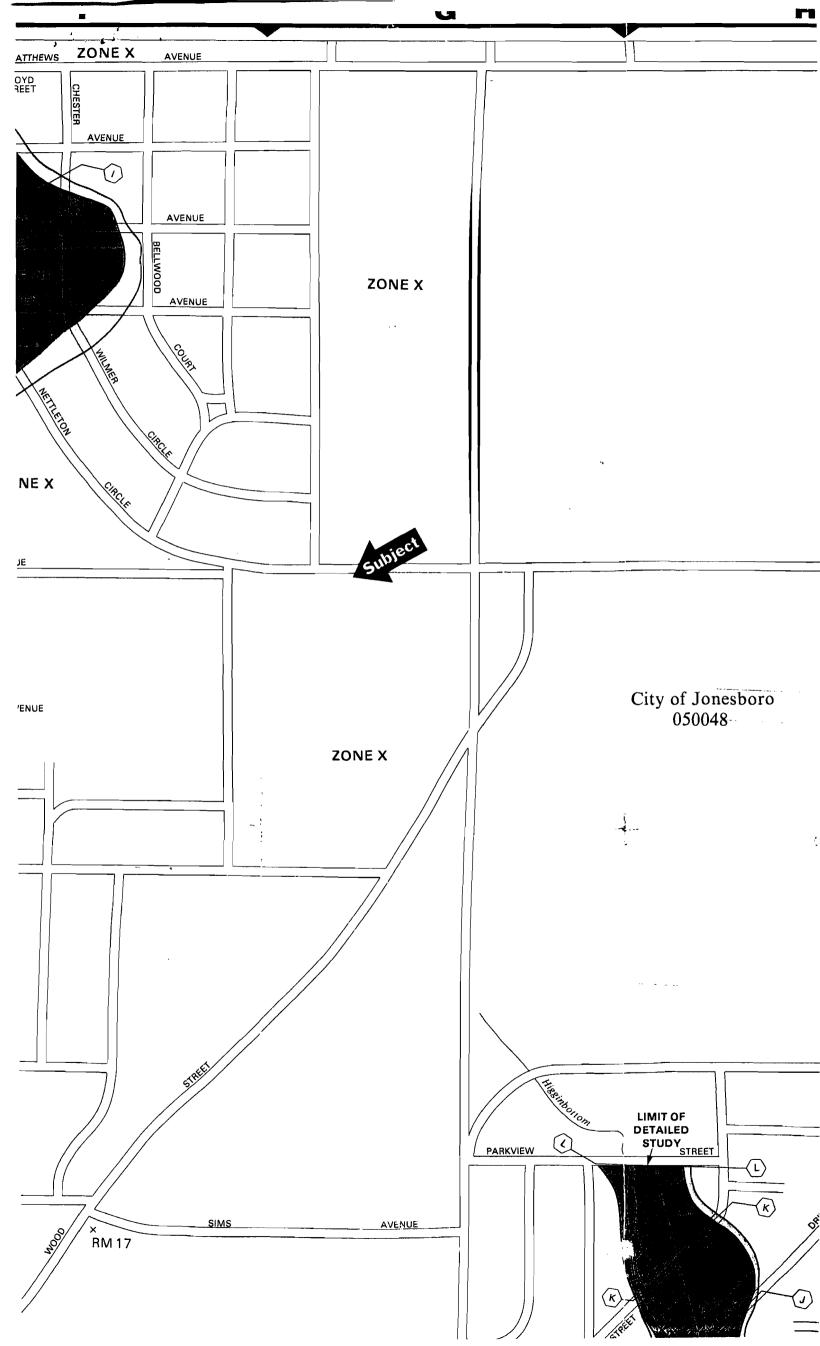






SOUTH HAIF SECTION 24

reets



x 4 2 x 1 1 3

ENVIRONMENTAL ADDENDUM APPARENT* HAZARDOUS SUBSTANCES AND/OR DETRIMENTAL ENVIRONMENTAL CONDITIONS

Borr				ity of Jor	nesboro									
Addi			Nettleto	n Ave		County Cra	ighaad	State	AR	Zin code	72401	 _		
Lend	<u>Jone</u> ter (Jonesbo	ro-Mr. A			igileau		<u> </u>		1240			
							ident or man	ifest to the a	ppraiser.			-		
			sal Environ erty being		dendum is t	for use with ar	ny real estate a	appraisal. Only	the stateme	ents which have	been che	cked by the	appraiser app	ly
were inspe value	made ab <u>ector</u> and of the pr	out the o d therefo roperty.	existence (o re might bo It is possib	or nonexisto e unaware o ole that test	ence) of an of existing I s and Inspe	y hazardous s hazardous sub ections made i	substances and/o stances and/o by a qualified o	d/or detrimenta or detrimental e	al environme environmenta inspector wo	perty and its sur ntal conditions. al conditions who puld reveal the e	<u>The a</u> hich may ha	<mark>appralser l</mark> a ave a negati	s not an exp ve effect on t	ert environment he safety and
							DRIA	IKING WA	TER					
<u>x</u> <u>x</u>	publishe Drinking water. Lead ca contain	ed stand g Water an get in an unac	ards is to his supplied to drinking ceptable le	nave it teste by a well o water from ad level is t	d at all disc r other nor its source, to have it to	charge pointsmunicipal so the pipes, at a	urce. It is rec all discharge p charge points.	commended the	at tests be m	ever the only w nade to be certa kd/or appliances	ain that the	property is s way to be c	supplied with	adequate pure
Comm	ents												_	
						Ş	IANITARY	WASTE	ISPOSAI	-				
_x _x Comm	Sanitary good w The val treatme	/ Waste orking c ue eatin	is disposed ondition is nated in thi	of by a se to have it i	ptic systen rspected by	y a qualified in	tary on site w spector.					·	•	adequate and in
							SOU C	ONTAMIN	ANTS				_	
x Comn	testing I property The value	by a qua that wo ue estim	lified enviro ould negativ nated in this	onmental in: ely affect it a appraisal	spector wo is safety an ie baaed o	uld reveal exis Id value.	ting and/or po	otential hazardo	ous substanc	n Comments be ees and/or detri Soll Contamina	mental envi			
							A	SBESTOS						
NA	friable a The imp	nd non-1 rovemei	friable Asbe nts were co	estos is to l Instructed a	nave it insp ifter 1979.	ected and test No <u>apparent</u> fo	ed by a qualifi riable Asbesto	ied asbestos ir es was observe	nspector. ed (except as	material. The control of the control	omments be	elow).	, ,	rty is free of
Comm	ents												_	
						PCBs	POLYCHI	.URINATE	O BIPHE	NYLS)				
x x	There w as repor	as no <u>a</u> rted in C	<u>parent</u> visi omments b	ble or docu elow).	mented ev	idence known	to the apprais	ser of soil or gi	roundwater o	arby the proper contamination for	rom PCBs a	anywhere or		•
Comme	ents												_	
								RADON						
x	The apportunity The apportunity or phospital apportunity (in the apportunity of the appor	raiser is raiser is phate pro	not aware not aware occessing.	of any indic of any near	ation that i by properti	the local water es (except as	r supplies have reported in Co	e been found to omments below	o have eleva v) that were	(except as reported levels of Ra or currently are	adon or Rad used for u	lium. ranium, thoi	•	n extraction
Comme	ents												-	

	USTS (UNDERGROUND STORAGE TANKS)
<u>x</u> _	_There is no apparent visible or documented evidence known to the appraiser of any USTs on the property nor any known historical use of the property that would
<u>x</u>	likely have had USTsThere are no apparent petroleum storage and/or delivery facilities (including gasoline stations or chemical manufacturing plants) located on adjacent properties (except
	as reported in Comments below)There are <u>apparent</u> signs of USTs existing now or in the past on the subject property. It is recommended that an inspection by a qualified UST inspector be obtained to determine the location of any USTs together with their condition and proper registration if they are active; and if they are inactive, to determine whether they were
<u>x</u>	deactivated in accordance with sound industry practicesThe value estimated in this appraisal is based on the assumption that any functioning USTs are not leaking and are properly registered and that any abandoned USTs are from contamination and were properly drained, filled and sealed.
Comm	nents
	NEARBY HAZARDOUS WASTE SITES
<u>X</u>	There are no apparent Hazardous Waste Sites on the subject property or nearby the subject property (except as reported in Comments below). Hazardous Waste Site search by a trained environmental engineer may determine that there is one or more Hazardous Waste Sites on or in the area of the subject property.
<u>x</u>	_The value estimated in this appraisal is based on the assumption that there are no Hazardous Waste Sites on or nearby the subject property that negatively affect the value or safety of the property.
Comm	ents
	UREA FORMALDEHYDE (UFFI) INSULATION
NA	_All or part of the improvements were constructed before 1982 when UREA foam insulation was a common building material. The only way to be certain that the property is free of UREA formaldehyde is to have it inspected by a qualified UREA formaldehyde inspector.
	The improvements were constructed after 1982. No <u>apparent</u> UREA formaldehyde materials were observed (except as reported in Comments below). The value estimated in this appraisal is based on the assumption that there is no significant UFFI insulation or other UREA formaldehyde material on the property.
Comm	ents
	LEAD PAINT
NA	All or part of the improvements were constructed before 1980 when Lead Paint was a common building material. There is no apparent visible or known documented evidence of peeling or flaking Lead Paint on the floors, walls or ceilings (except as reported in Comments below). The only way to be certain that the property is free of surface or subsurface Lead Paint is to have it inspected by a qualified inspector. The improvements were constructed after 1980. No apparent Lead Paint was observed (except as reported in Comments below).
<u>NA</u>	The value estimated in this appraisal is based on the assumption that there is no flaking or peeling Lead Paint on the property.
Comm	ents
	AIR POLLUTION
<u>x</u>	There are no <u>apparent</u> signs of Air Pollution at the time of the inspection nor were any reported (except as reported in Comments below). The only way to be certain that the air is free of pollution is to have it tested.
X Comm	The value estimated in this appraisal is based on the assumption that the property is free of Air Pollution.
	WETLANDS/FLOOD PLAINS
<u>x</u>	The site does not contain any apparent Wetlands/Flood Plains (except as reported in Comments below). The only way to be certain that the site is free of Wetlands/
_ x	Flood Plains is to have it inspected by a qualified environmental professional. The value estimated in this appraisal is based on the assumption that there are no Wetlands/Flood Plains on the property (except as reported in Comments below).
Comm	ents
	MISCELLANEOUS ENVIRONMENTAL HAZARDS
x	There are no other apparent miscellaneous hazardous substances and/or detrimental environmental conditions on or in the area of the site except as indicated below:
	Excess Noise Radiation + Electromagnetic Radiation
	Light Pollution
	Waste Heat
	Acid Mine Drainage Agricultural Pollution
	Agricultural Pollution
	Nearby Hazardous Property
	Infectious Medical Wastes

£ 4, **%** 5 . . .

Pesticides

Others (Chemical Storage + Storage Drums, Pipelines, etc.)

The value estimated in this appraisal is based on the assumption that there are no Miscellaneous environmental Hazards (except those reported above) that would negatively affect the value of the property.

When any of the environmental assumptions made in this addendum are not correct, the estimated value in this appraisal may not be valid.

2 to 3 to 1 to 1

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- 2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
- 3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- 5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
- 6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- 7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- 8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
- 9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
- 10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

Freddie Mac Form 439 6-93 Page 1 of 2 Fannie Mae Form 1004B 6-93

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
- 2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
- 3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
- 4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
- 5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
- 6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
- 7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
- 8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
- 9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that:

I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED. 8 1 /W Nettleton Ave	e, Jonesboro, AR 72401
APPRAISER: STATE CERTIFIED &	SUPERVISORY APPRAISER (only if required):
Signature: CERTIFIED &	Signature;
Name: Bob Gipson, CG0247 GENERAL	Name:
Name: Bob Gipson, CG0247 State Signed: December 6, 2001 State Certification #: CG0247 State License #: Class AR CANCER SIGNERAL No. CG0247 Roy	Date Signed:
State Certification #: CG0247	State Certification #:
or State License #:	or State License #:
State: AR	State: AR
expiration Date of Certification or License: 6/30/2002	Expiration Date of Certification or License:
	☐ Did ☐ Did Not Inspect Property

Freddie Mac Form 439 6-93 Page 2 of 2 Fannie Mae Form 1004B 6-93

1 1 × 2 3 × 4 × 4

Borrower CLIENT: City of Jonesboro Property Address 811 W Nettleton Ave

Lender City of Jonesboro-Mr. Aubrey Scott

City Jonesboro

County Craighead

State AR

Zip Code 72401

File No.

APPRAISAL AND REPORT IDENTIFICATION

This Appraisal conforms to <u>one</u> of the following definitions:
 Complete Appraisal The act or process of estimating value, or an estimate of value, performed without invoking the Departure Provision.
Limited Appraisal The act or process of estimating value, or an estimation of value, performed under and resulting from invoking the Departure Provision.
This Report is one of the following types:
 Self Contained Report A written report prepared under Standards Rule 2-2(A) of a complete or limited appraisal performed under Standard 1.
 Summary Report A written report prepared under Standards Rule 2-2(B) of a complete or limited appraisal performed under Standard 1.
Restricted Report A written report prepared under Standards Rule 2-2(C) of a complete or limited appraisal performed under Standard 1.
Comments on Appraisal and Report Identification Note any departures from Standards Rules 1-2, 1-3, 1-4, plus any USPAP-related issues requiring disclosure:

Additional Certifications to Comply with new requirements of Appraisal Standards Board changes to Standards Rule 2-3.

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reported predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant professional assistance to the person signing this report.

GENERAL

Bob Gibson, CG22

QUALIFICATIONS OF BOB L. GIBSON

POSITION:

 $x \in \mathcal{T}_{r,t}$

Real Estate Appraiser/Consultant, 420 W. Jefferson, Jonesboro, Arkansas, 72401 Telephone: (870) 932-5206.

PROFESSIONAL EXPERIENCE:

Chief Appraiser for Home Federal Savings. 1965 to 1975, Fee Appraiser for area financial and real estate concerns, 1965 to 1980.

President of H.S.C. Service Corporation. Developed three (3) Subdivisions, constructed single-family homes, one hotel, and numerous condominiums from 1975 to 1990.

EDUCATION:

B.S. Degree in Business Administration and minor in Economics from Arkansas State University in 1965.

Graduate of School of Savings & Loans at University of Indiana, Bloomington, Indiana, 1979 to 1982.

U.S. League of Savings Associations Appraised Study Course, 1965.

Principles of Real Estate Appraising-1968 Audit, Arkansas State University.

National Association of Independent Fee Appraisers, Principles of Residential Real Estate, 1990.

NAIF Income Property Appraising, 1990.

Marshall and Swifts Valuation Guides Seminar - Residential and Commercial Cost Approach, 1990.

The Appraisal Institute - Real Estate Appraisal Methods, 1991.

Uniform Standards of Professional Appraisal Practice, 1991.

Techniques of Income Property Appraising, 1991.

Uniform Residential Appraisal Report Seminar, IFA, Jonesboro, 1993.

FIRREA: Overview and Practical Application Seminar, IFA, Jonesboro, AR, 1994.

American Disabilities Act Seminar, I.F.A., Jonesboro, Arkansas 1993.

HUD Guidelines - Lender Selection of the Appraiser, I.F.A., Little Rock, Arkansas, Dec. 7, 1994 - Member of Lender Appraiser Selection Roster, HUD, Little Rock, Arkansas.

Appraiser Accountability and Legal Liabilities Seminar, Arkansas Appraisal Foundation, Little Rock, Arkansas, May 10, 1995.

Standards of Professional Practice, I.F.A., Jonesboro, Arkansas, 1996.

HUD/FHA Appraiser Training, HUD/FHA, Hot Springs, Arkansas, 1996.

Legal Journal, West Memphis, Arkansas, April 30, 1998.

Principles of Condemnation, San Antonio, Texas, June 3, 1999.

Arkansas Appraisal Board Annual Meeting, Little Rock, AR April 18, 2000.

USPAP, Kelton Schools, Jonesboro, Arkansas, May 17, 2000.

PROFESSIONAL MEMBERSHIP:

Charter Member of National Society of Environmental Consultants.

Master Senior Appraisers (MSA), National Association of Master Appraisers.

CERTIFICATION AND DESIGNATION:

State Certified Residential Appraiser #CG0247, December 28, 1991.

State Certified General Appraiser #CG0247, January 6, 1992.

PARTIAL LIST OF CLIENTS:

Belz-Burrow, Norwest Mortgage, Union Planters Bank of NEA, Regions Bank, Simmons Bank, Heringer Lone Star, Griffin Petroleum Co., Caldwell Construction Co., First Financial Mortgage, Fowler Foods, MidSouth Bank, Matthews Oil Co., Heritage Bank, Nations Bank, Nationsbanc Mortgage, Pocahontas Federal Savings & Loan, and American State Bank.