

AGREEMENT

This agreement is entered into on this date by and between William E. Clark and Naomi Ruth Clark 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 803 East Nettleton, Jonesboro, Arkansas, Parcel Number 112.

The party of the second part is in the process of improving East 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 compensated \$1,630.00 for ROW.
2. To be compensated \$370.00 for shrubbery.
3. Remove all shrubbery at base of tree on northwest corner of property
4. To be compensated \$425.00 for tree on northeast corner of property.

This Agreement replaces Agreement dated February, 2000.

This agreement is executed on this the 11 day of May, 2000

William E. Clark
William E. Clark



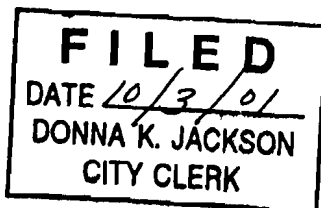
J. Harry Hardwick

Naomi Ruth Clark
Naomi Ruth Clark

CITY OF JONESBORO, MATA DEPT.

BY:

[Signature]
DIRECTOR - MATA



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William E. Clark

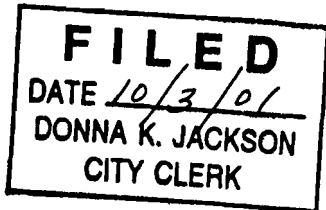
Naomi Ruth Clark
Naomi Ruth Clark



J. Harry Hardwick

CITY OF JONESBORO, MATA DEPT.

BY: Anthony E. Scott
DIRECTOR - MATA



803 E Nettleton

112

RIGHT OF WAY

Whereas, **William E. Clark and Naomi Ruth Clark**, is the owner 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, **William E. Clark and Naomi Ruth Clark**, and city have agreed upon a right-of-way for construction and maintenance of a street across the land of **William E. Clark and Naomi Ruth Clark**, in favor of city and in favor of the land of city;

Now, Therefore, be it agreed between **William E. Clark and Naomi Ruth Clark**, and city on 11TH day of FEBRUARY, ~~2000~~ 2000.

1. **William E. Clark and Naomi Ruth Clark**, 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 of **William E. Clark and Naomi Ruth Clark**, in City of Jonesboro, Craighead County, Arkansas, or particularly described as follows:

Part of the southeast quarter of Section 19, T14N, R4E, Craighead County, Arkansas, and being part of Lot 8 of the Oakview Subdivision of the West 435.2 feet of Lot 1 of Senter & Company's Addition to the City of Jonesboro, Arkansas, being more particularly described as follows:

Permanent Right-of-Way

Beginning at the northeast corner of Lot 8 of the Oakview Subdivision of the West 435.2 feet of Lot 1 of Senter & Company's Addition to the City of Jonesboro, Arkansas, the point of beginning proper; thence S 01° 07' 39" W, 5.00 feet to a point; thence S 89° 31' 42" W, 187.67 feet to a point; thence N 01° 07' 39" E, 5.20 feet to a point; thence N 89° 35' 19" E, 187.67 feet to the point of beginning and containing 0.0219 acres (956.0 sq. ft.).

Temporary Construction Easement

Commencing at the northeast corner of Lot 8 of the Oakview Subdivision of the West 435.2 of Lot 1 of Senter & Company's Addition to the City of Jonesboro, Arkansas; thence S 01° 07' 39" W, 5.00 feet to the point of beginning proper; thence S 01° 07' 39" W, 10.19 feet to a point; thence N 37° 17' 47" W, 12.73 feet to a point; thence N 89° 31' 42" E, 7.91 feet to the point of beginning and containing 0.0009 acres (40.0 sq. ft.).

2. **William E. Clark and Naomi Ruth Clark**, 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 **William E. Clark and Naomi Ruth Clark**.

William E. Clark Naomi Ruth Clark
William E. Clark and Naomi Ruth Clark

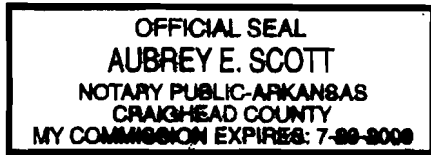
STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared **William E. Clark and Naomi Ruth Clark**, 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 11TH day of FEBRUARY, ~~1999~~ 2000.

Aubrey E. Scott
NOTARY PUBLIC



DEED BOOK 588 PAGE 90 - 91
DATE 02/22/2000
TIME 11:31:10 AM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Shanna Vickens, D.C.
RECEIPT# 40810