

AGREEMENT

This agreement is entered into on this date by and between **St. Bernard's Hospital, Inc.** 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 224 East Matthews Avenue, Jonesboro, Arkansas, Parcel Number 19.

The party of the second part is in the process of improving East Matthews Avenue.

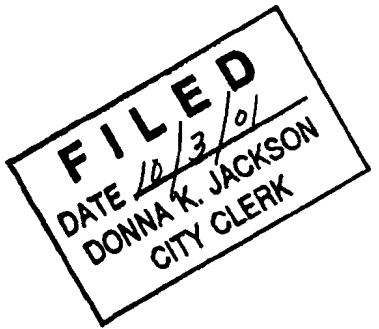
The party of the second part has agreed to the following requests made by the party of the first part.

1. To be paid the sum of \$ 9,764.25 *AS COMPENSATION FOR THE ABOVE REFERENCED RIGHT OF WAY.*

This agreement is executed on this the 17 day of May, 2001

Beulmans
St. Bernard's Hospital, Inc.

J. Harry Hardwick



CITY OF JONESBORO, MATA DEPT.
BY: *[Signature]*
DIRECTOR - MATA

MISC BOOK 43 PAGE 641
DATE 10/12/2001
TIME 04:49:24 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Debrah Weaver, D.C.
RECEIPT# 72471

RIGHT-OF-WAY

Whereas, **St. Bernard's Hospital, Inc.** 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, **St. Bernard's Hospital, Inc.**, and city have agreed upon a right-of-way for construction and maintenance of a street across the land of **St. Bernard's Hospital, Inc.**, in favor of city and in favor of the land of the city;

Now, Therefore, be it agreed between **St. Bernard's Hospital, Inc.**, and city on this 16th day of July, 2001.

1. **St. Bernard's Hospital, Inc.**, 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 **St. Bernard's Hospital, Inc.**, in City of Jonesboro, Craighead County, Arkansas, more particularly described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT RIGHT-OF-WAY

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, ACCORDING TO THE PLAT OF MRS. LUCY RUFFIN'S ADDITION TO THE TOWN OF JONESBORO, ARKANSAS, AS RECORDED IN DEED RECORD 8, AT PAGE 93, IN AND FOR THE PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS: THENCE NORTH 00°42'32" EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET TO A POINT: THENCE NORTH 89°41'00" EAST, DEPARTING FROM SAID WEST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL: THENCE NORTH 00°42'32" EAST, PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 102.02 FEET TO A POINT: THENCE SOUTH 89°46'06" EAST, A DISTANCE OF 5.81 FEET TO A POINT LYING ON THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF SOUTH CHURCH STREET (VARIABLE WIDTH): THENCE SOUTH 00°17'53" WEST, ALONG SAID PROPOSED EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 83.55 FEET TO A POINT, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20.00 FEET AND A CENTRAL ANGLE OF 39°57'00": THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 13.95 FEET TO THE END OF SAID CURVE: THENCE NORTH 44°36'32" EAST, A DISTANCE OF 3.40 FEET TO A POINT: THENCE SOUTH 45°23'28" EAST, A DISTANCE OF 4.00 FEET TO A POINT: THENCE SOUTH 44°36'32" WEST, A DISTANCE OF 3.40 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 38°52'11" EAST: THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°37'16", A DISTANCE OF 5.10 FEET TO THE END OF SAID CURVE, SAID POINT LYING ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF EAST MATTHEWS AVENUE: THENCE SOUTH 89°41'00" WEST, ALONG SAID EXISTING NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 18.43 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 705 SQ.FT. OR 0.016 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

2. Grantor hereby covenants with Grantee that it is the owner in fee simple of the lands the subject of this right of way and will defend the Grantee's right of way to said lands against all claims done or suffered by, through or under Grantor, but against none other.

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 **St. Bernard's Hospital, Inc.**

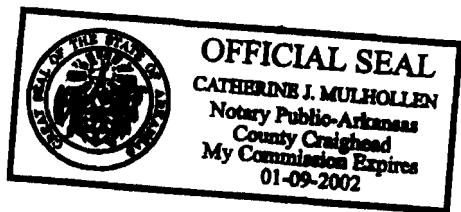
St. Bernard's Hospital, Inc.
By: Ben Owens
Title: President

DEED BOOK 607 PAGE 410 - 411
DATE 06/07/2001
TIME 08:23:24 AM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Sherry Wright, D.C.
RECEIPT# 62758

STATE OF ARKANSAS
COUNTY OF Craighead

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared **St. Bernard's Hospital, Inc.**, by: Ben Owens, Title: President to me well known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they had executed the same for the purposes therein stated and set forth.
WITNESS my hand and seal this 16th day of May, 2001.



Catherine J. Mulhollen
NOTARY PUBLIC