

Prepared by:  
Snellgrove, Langley,  
Lovett & Culpepper  
P.O. Box 1346  
Jonesboro, AR 72403

### WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:


That we, **JOHN T. SLOAN**, Trustee of the **Betty T. Sloan Trust**, **BETTY T. SLOAN**, a single person, and **CYNTHIA SLOAN BEDNAR**, a single person, GRANTORS, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other considerations to us in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **THE CITY OF JONESBORO, ARKANSAS**, GRANTEE, and unto its successors and assigns forever, all our right title, interest and claim in and to the following lands lying in Craighead County, Arkansas, to-wit:

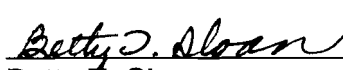
A part of the West Half of the Northeast Quarter of the Northwest Quarter of Section 22, Township 14 North, Range 3 East, more particularly described as follows: Begin at the Southeast corner of the West Half of the Northeast Quarter of the Northwest Quarter of said Section 22; thence West 268 feet; thence North 272 feet; thence East 268 feet; thence South 272 feet to the point of beginning, containing 1.67 acres, more or less, subject to all rights of way and easements of record.


TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns forever, with all appurtenances thereunto belonging.

AND the undersigned GRANTORS hereby covenant with the said GRANTEE that they will forever warrant and defend the title to said lands against all claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 27 day of February, 2003.

  
\_\_\_\_\_  
JOHN T. SLOAN, Trustee of the  
Betty T. Sloan Trust (SEAL)

  
\_\_\_\_\_  
Betty T. Sloan (SEAL)

  
\_\_\_\_\_  
Cynthia Sloan Bednar (SEAL)

ARKANSAS DOCUMENTARY  
~~\$22.00~~  
450273

ARKANSAS DOCUMENTARY  
~~\$4.40~~  
517591

STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF CRAIGHEAD )

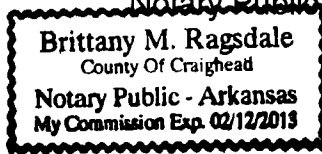
ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, to me well known as the Grantors in the foregoing Deed, **JOHN T. SLOAN, Trustee of the Betty T. Sloan Trust, BETTY T. SLOAN, a single person, and CYNTHIA SLOAN BEDNAR, a single person**, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 27 day of February, 2003.

*[Handwritten Signature]*

Notary Public



My commission expires:

2/12/2013

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

*[Handwritten Signature]*  
Grantee or Agent

410 W. Washburn  
Address of Buyer

Jordan Ave. 72401

DEED BOOK 642 PAGE 790 - 791  
DATE 03/17/2003  
TIME 04:19:57 PM  
RECORDED IN,  
OFFICIAL RECORDS OF  
CRAIGHEAD COUNTY  
ANN HUDSON  
CIRCUIT CLERK  
*[Handwritten Signature]*, D.C.  
RECEIPT# 98730

Prepared by:  
Snellgrove, Langley,  
Lovett & Culpepper  
P.O. Box 1304  
Jonesboro, Arkansas

**QUITCLAIM DEED**

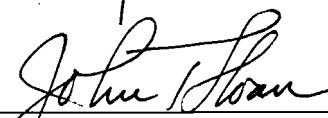
KNOW ALL MEN BY THESE PRESENTS:

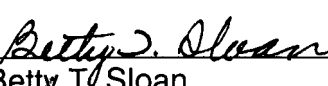
That we, **JOHN T. SLOAN, Trustee of the Betty T. Sloan Trust, BETTY T. SLOAN, a single person, and CYNTHIA SLOAN BEDNAR, a single person,** GRANTORS, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other considerations to us in hand paid, the receipt of which is hereby acknowledged, do hereby transfer and quitclaim unto **THE CITY OF JONESBORO, ARKANSAS,** GRANTEE, and unto its successors and assigns forever, all our right title, interest and claim in and to the following lands lying in Craighead County, Arkansas, to-wit:

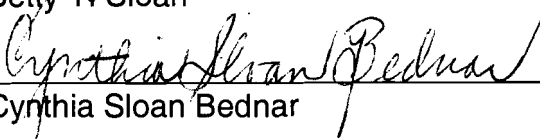
A part of the Northwest Quarter of Section 22, Township 14 North, Range 3 East, being more particularly described as follows: Begin at the Northeast Corner of the Northwest Quarter of aforesaid Section 22; thence South 00 Degrees 08 Minutes 19 Seconds West on the Quarter Section Line 2643.86 feet to the center of aforesaid Section 22; thence South 88 Degrees 25 Minutes 33 Seconds West on the Quarter Section Line 1307.96 feet to the 40-acre line; thence North 00 Degrees 08 Minutes 19 Seconds West on the 40-acre line 1318.38 feet; thence North 89 Degrees 21 Minutes 17 Seconds East 467.37 feet to the point of beginning proper; thence North 01 Degrees 19 Minutes 14 Seconds West 272.00 feet; thence North 88 Degrees 41 Minutes 07 Seconds East 268.00 feet; thence South 01 Degree 19 Minutes 14 Seconds East 272.00 feet; thence South 88 Degrees 41 Minutes 07 Seconds West 268.00 feet to the point of beginning proper, containing 1.67 acres, more or less, subject to all rights of way and easements of record.

TO HAVE AND TO HOLD the same unto the said GRANTEE, **THE CITY OF JONESBORO, ARKANSAS,** and unto its successors and assigns forever, with all appurtenances thereunto belonging.

WITNESS our hands and seals on this 27 day of February, 2003.

  
\_\_\_\_\_(SEAL)  
JOHN T. SLOAN, Trustee of the  
Betty T. Sloan Trust

  
\_\_\_\_\_(SEAL)  
Betty T. Sloan

  
\_\_\_\_\_(SEAL)  
Cynthia Sloan Bednar

STATE OF ARKANSAS )  
 ) ss.  
COUNTY OF CRAIGHEAD )

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, to me well known as the Grantors in the foregoing Deed, **JOHN T. SLOAN, Trustee of the Betty T. Sloan Trust, BETTY T. SLOAN, a single person, and CYNTHIA SLOAN BEDNAR, a single person**, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

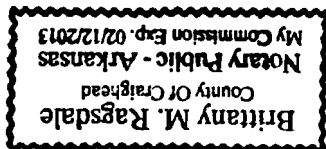
WITNESS my hand and official seal on this 27 day of February, 2003.

*[Handwritten Signature]*

Notary Public

My commission expires:

2/2/2013



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

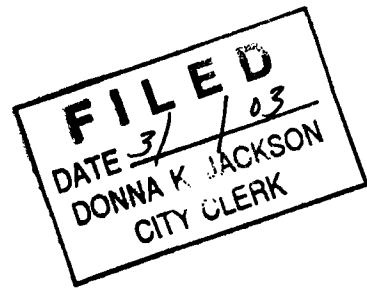
*[Handwritten Signature]*  
Grantee or Agent

410 W. Washington  
Address of Buyer

Jonesboro Ar 72431

DEED BOOK 642 PAGE 792 - 793  
DATE 03/17/2003  
TIME 04:19:58 PM  
RECORDED IN  
OFFICIAL RECORDS OF  
CRAIGHEAD COUNTY  
ANN HUDSON  
CIRCUIT CLERK  
*[Handwritten Signature]*, D.C.  
RECEIPT# 98730

OFFER AND ACCEPTANCE



KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into by and between **JOHN T. SLOAN**, Trustee of the **Betty T. Sloan Trust**, **BETTY T. SLOAN**, **CYNTHIA SLOAN BEDNAR**, and **DAVID M. BEDNAR**, hereinafter referred to as Sellers, and **CITY OF JONESBORO, ARKANSAS**, hereinafter referred to as Buyer, WITNESSETH:

1. The Sellers have this date agreed to sell to Buyer and Buyer has agreed this date to buy the following real property in Craighead County, Arkansas, to-wit:

A part of the West Half of the Northeast Quarter of the Northwest Quarter of Section 22, Township 14 North, Range 3 East, more particularly described as follows: Begin at the Southeast corner of the West Half of the Northeast Quarter of the Northwest Quarter of said Section 22; thence West 268 feet; thence North 272 feet; thence East 268 feet; thence South 272 feet to the point of beginning, containing 1.67 acres, more or less.

2. The Buyer shall pay \$8,000.00 for the property at closing. As further consideration, the Buyer shall execute, deliver and convey to the Sellers a perpetual ingress/egress easement 100 feet wide across and around the entire perimeter of certain property owned by Buyer and situated in Craighead County, Arkansas, and which is described in Exhibit "A" hereto.

3. In addition to the property described in paragraph 1 hereinabove, Sellers shall also convey to Buyer by way of Quitclaim Deed the following described real property situated in Craighead County, Arkansas:

A part of the Northwest Quarter of Section 22, Township 14 North, Range 3 East, being more particularly described as follows: Begin at the Northeast Corner of the Northwest Quarter of aforesaid Section 22; thence South 00 Degrees 08 Minutes 19 Seconds West on the Quarter Section Line 2643.66 feet to the center of aforesaid Section 22; thence South 88 Degrees 25 Minutes 33 Seconds West on the Quarter Section Line 1307.96 feet to the 40-acre line; thence North 00 Degrees 08 Minutes 19 Seconds West on the 40-acre line 1,318.38 feet; thence North 89 Degrees 21 Minutes 17 Seconds East 467.37 feet to the point of beginning proper; thence North 01 Degree 19 Minutes 14 Seconds West 272.00 feet; thence North 88 Degrees 41 Minutes 07 Seconds East 268.00 feet; thence South 01 Degree 19 Minutes 14 Seconds East 272.00 feet; thence South 88 Degrees 41 Minutes 07 Seconds West 268.00 feet to the point of beginning proper, containing 1.67 acres, more or less, subject to all rights of way and easements of record.

4. Conveyance of the property described in paragraph 1 hereinabove shall be made by Sellers to Buyer by general warranty deed, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property.

5. Conveyance of the property described in paragraph 3 hereinabove shall be made by Sellers to Buyer by quitclaim deed. The conveyance of the easement/right of way by Buyer to Sellers as described in Exhibit "A" hereto shall be made by general warranty deed.

6. The Sellers will furnish to Buyer, at Sellers' cost and option, a policy of title insurance in the amount of the purchase price, or a complete updated abstract of title to the property described in paragraph 1 hereinabove. The title work shall show clear and merchantable title satisfactory to Buyer or Buyer's attorney. If objections are made to title, the Sellers shall have a reasonable time to cure the objections.

7. Sellers agree to pay all real estate taxes and special assessment taxes due and pro rated to the date of closing, the cost of preparation of the warranty deed recited in paragraph 4 herein, one-half of any applicable closing fees, one-half of documentary

stamps, and other charges as customarily paid by Sellers. Buyer agrees to pay for preparation of the conveyance documents required pursuant to paragraph 5 herein, one-half of any applicable closing fees, one-half of documentary stamps, and other charges customarily paid by Buyer.

8. Possession shall be given on the date of closing.

9. Buyer certifies that Buyer has inspected the property described in paragraph one herein and is not relying upon any warranties, representations or statements of Sellers or Sellers' agents as to the condition of the premises.

10. Buyer agrees that Sellers shall continue to use the access road presently being utilized by Sellers until such time as the property is needed by the Buyer.

11. It is specifically acknowledged and agreed by and between the parties that the sale of the property described herein in Exhibit "A" is under the threat of condemnation and that the sale contemplated herein shall be without prejudice to Sellers to contest any and all matters associated with any existing or proposed landfill, incinerator or other land use which is or may be maintained by Buyer, to seek damages for inverse condemnation of other real property owned by Sellers, to otherwise seek damages or for any other purpose.

12. All of the terms and conditions of this agreement between the parties are stated herein and no representations or inducements have been made by either party to the other to induce the other to enter into this Offer and Acceptance except as hereinabove set out.

13. It is understood by and between the parties that this agreement shall, to the extent applicable, survive closing.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

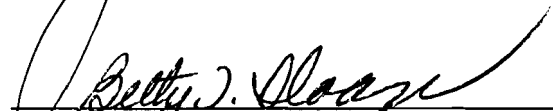
BETTY T. SLOAN TRUST

By

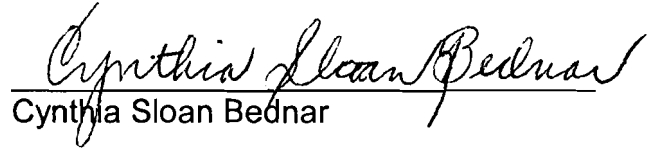


John T. Sloan (Trustee)

Betty T. Sloan



Cynthia Sloan Bednar



David M. Bednar



STATE OF ARKANSAS     )  
  )  
COUNTY OF CRAIGHEAD )

ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, to me well known, **JOHN T. SLOAN, Trustee of the Betty T. Sloan Trust, BETTY T. SLOAN, CYNTHIA SLOAN BEDNAR, and DAVID M. BEDNAR,** and stated that they had executed the foregoing Offer and Acceptance for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

STATE OF ARKANSAS     )  
  )  
COUNTY OF CRAIGHEAD )

ACKNOWLEDGMENT

BE IT REMEMBERED, That on this day came before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and acting, to me well known, **HUBERT BRODELL and DONNA JACKSON,** who stated that they were the Mayor and City Clerk of the City of Jonesboro, and as such officers had executed the foregoing Offer and Acceptance on behalf of THE CITY OF JONESBORO for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and official seal as such Notary Public on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_