



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Agenda Public Works Council Committee

Tuesday, July 1, 2025

5:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

3. APPROVAL OF MINUTES

[MIN-25:047](#)

Minutes for the Public Works Committee meeting on Tuesday, June 3, 2025

Attachments: [Minutes](#)

4. NEW BUSINESS

RESOLUTIONS TO BE INTRODUCED

[RES-25:063](#)

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ACCEPT A PERMANENT RIGHT-OF-WAY AT 593 S MADISON STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

Sponsors: Engineering

Attachments: [Premanent ROW - Carmel Moon.pdf](#)

[RES-25:065](#)

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A DRAINAGE EASEMENT FROM PATSY SUE BROWN THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Drainage Easement - 641 W Cherry.pdf](#)

[RES-25:069](#)

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT RIGHT-OF-WAY FROM JAMES KELLER, TRUSTEE OF THE JAMES KELLER LIVING TRUST, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Right-of-Way .pdf](#)

[RES-25:073](#)

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT AT 1509 WOOD STREET FOR THE PURPOSE OF THE

CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

Sponsors: Engineering

Attachments: [Permanent Construction Easement - 1509 Wood Street.pdf](#)
[POA.pdf](#)

RES-25:074

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 101 MARK STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

Sponsors: Engineering

Attachments: [Offer and Acceptance - 101 Mark Street.pdf](#)

5. PENDING ITEMS**6. OTHER BUSINESS****7. PUBLIC COMMENTS****8. ADJOURNMENT**



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: MIN-25:047

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Minutes

Minutes for the Public Works Committee meeting on Tuesday, June 3, 2025



City of Jonesboro

Municipal Center
300 S. Church Street
Jonesboro, AR 72401

Meeting Minutes Public Works Council Committee

Tuesday, June 3, 2025

5:00 PM

Municipal Center, 300 S. Church

1. CALL TO ORDER

2. ROLL CALL (ELECTRONIC ATTENDANCE) CONFIRMED BY CITY CLERK APRIL LEGGETT

Present 7 - John Street;Chris Moore;Charles Coleman;LJ Bryant;Ann Williams;Janice Porter and Anthony Coleman

Absent 1 - Kevin Miller

3. APPROVAL OF MINUTES

[MIN-25:041](#)

Minutes for the Public Works Committee meeting on Tuesday, May 06, 2025

Attachments: [Minutes](#)

A motion was made by Chris Moore, seconded by Ann Williams, that this matter be Passed . The motion PASSED with the following vote.

Aye: 6 - Chris Moore;Charles Coleman;LJ Bryant;Ann Williams;Janice Porter and Anthony Coleman

Absent: 1 - Kevin Miller

4. NEW BUSINESS

[RES-25:059](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH TRAC-WORK, INC. FOR THE CRAIGHEAD TECHNOLOGY PARK INDUSTRIAL LEAD - SWITCH POINT PROTECTION & GRADE CROSSING MAINTENANCE PROJECT (2025:17)

Sponsors: Engineering

Attachments: [Bid Tab.pdf](#)
[Contract 2025 17.pdf](#)

Councilmember Chris Moore said, Mr. Chair, is that just a contract for the yearly maintenance out there or is that a... Chairman John Street said, Craig, do you want to... Councilmember Chris Moore said, or is that a new project from... Chairman John Street said, no I think that's some other things, but Craig would you come forward and address that please. While he's on his way I will say that Trac-Work was the low bid at \$244,005.82, the next low bid was American Services, LLC was \$270,500, and Railworks Services bid also but they were \$279,000. Engineering Department Director Craig Light approached the podium and said, this is not the annual maintenance. These are some specific items that we wanted to address this

year. We've been having some issues with switches, the switch points breaking when they're switching for railcars. And every time one breaks it's an emergency to get it repaired and they're about \$6,000, \$6,500 every time one breaks. And we've been having the issue happening quite often over the last couple of years. So, this is a project that puts a protector on those to keep those from getting broken. That's the primary objective of the contract. We're also going to replace some of the panels on some of the roadway crossings that are broken. They're concrete panels and once they break the concrete starts falling apart and they become dangerous. So, we're going to repair a couple of crossings that have some broken panels on them. And I think we're replacing about 500 rail ties as part of the project as well. But it is separate from the annual maintenance contract. Councilmember Chris Moore said, that's what the main thing I wanted to know. If it was our annual maintenance or if it was a new project.

A motion was made by Chris Moore, seconded by Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Chris Moore;Charles Coleman;LJ Bryant;Ann Williams;Janice Porter and Anthony Coleman

Absent: 1 - Kevin Miller

[RES-25:061](#)

A RESOLUTION REQUESTING FREE UTILITY SERVICES FROM CITY WATER AND LIGHT FOR TRAIL LIGHTING PEDESTALS ALONG CREATH AVENUE

Sponsors: Engineering

A motion was made by Chris Moore, seconded by Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.

Aye: 6 - Chris Moore;Charles Coleman;LJ Bryant;Ann Williams;Janice Porter and Anthony Coleman

Absent: 1 - Kevin Miller

5. PENDING ITEMS

6. OTHER BUSINESS

7. PUBLIC COMMENTS

8. ADJOURNMENT

A motion was made by Chris Moore, seconded by LJ Bryant, that this meeting be Adjourned. The motion PASSED with the following vote.

Aye: 6 - Chris Moore;Charles Coleman;LJ Bryant;Ann Williams;Janice Porter and Anthony Coleman

Absent: 1 - Kevin Miller



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:063

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY COUNCIL OF JONESBORO, ARKANSAS TO ACCEPT A PERMANENT RIGHT-OF-WAY AT 593 S MADISON STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described right-of-way for the purpose of constructing and maintaining sidewalk improvements:

5' PERMANENT RIGHT-OF-WAY:

A PART OF LOTS 5 AND 12 OF COBB'S SURVEY OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 OF COBB'S SURVEY OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°28'39" EAST, 187.10 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 89°28'30" WEST, 5.00 FEET; THENCE NORTH 00°30'32" EAST, 100.01 FEET; THENCE NORTH 89°34'21" EAST, 5.00 FEET; THENCE SOUTH 00°30'32" WEST, 100.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,000 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO THAT:

Section 1: The Mayor and City Clerk are hereby authorized to accept the right-of-way described above.

Return recorded document to:
CITY OF JONESBORO
300 South Church Street
Jonesboro, AR 72401

The above space is reserved for Craighead County recording information

PERMANENT RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That Carmel Moon, LLC, hereinafter referred to as Grantor, does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent right-of-way across the following described real property in Craighead County, State of Arkansas, to-wit:

5' PERMANENT RIGHT-OF-WAY:

A PART OF LOTS 5 AND 12 OF COBB'S SURVEY OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 12 OF COBB'S SURVEY OF SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°28'39" EAST, 187.10 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 89°28'30" WEST, 5.00 FEET; THENCE NORTH 00°30'32" EAST, 100.01 FEET; THENCE NORTH 89°34'21" EAST, 5.00 FEET; THENCE SOUTH 00°30'32" WEST, 100.00 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 1,000 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

This right-of-way is for the purpose of constructing and maintaining a "no-curb" (or low curb - that which a vehicle can drive over) sidewalk structure. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of right-of-way shall be binding upon the heirs, successors, administrators and assigns of the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the 29th day of may, 2025

Owner Info

BY:

Signature: _____

Name: _____

Title: _____

[Handwritten Signature]

Robert J. Gibson

Manager

ACKNOWLEDGMENT

STATE OF _____

Arkansas

COUNTY OF _____

Craighead

On this day before me, the undersigned officer, personally appeared *Robert J. Gibson*, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

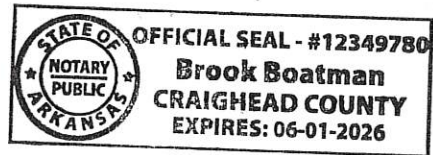
WITHESS my hand and seal this *24th* day of *May*, 20*25*

Notary Public (Signature): _____

Brook Boatman

My Commission Expires: _____

6/1/26





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:065

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY OF JONESBORO, ARKANSAS TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A DRAINAGE EASEMENT FROM PATSY SUE BROWN THE PURPOSE OF CONSTRUCTING AND MAINTAINING DRAINAGE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of constructing and maintaining drainage improvements:

A 15-FOOT EASEMENT ALONG AND PARALLEL TO THE SOUTH REAR PROPERTY LINE OF; LEGAL DESCRIPTION: PARCEL #01-144192-03800; CULBERHOUSE SUB KNIGHT 2ND ADD; SECTION 19-TOWNSHIP 14-RANGE 04; LOT 3 BLOCK 27.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO OF JONESBORO, ARKANSAS THAT:

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas to accept the easement described above.

Return recorded document to:
CITY OF JONESBORO
300 South Church Street
JONESBORO, AR 72401

The above space is reserved for Craighead County recording information.

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

For good and valuable consideration acknowledged being of value by the Grantors, receipt of which is hereby acknowledged, the undersigned GRANTORS Patsy Sue Brown do hereby grant, convey and release unto City of Jonesboro, Jonesboro, Arkansas and unto its successors and assigns, an easement and right of entry in, over and across the following described land situated in the City of Jonesboro, County of Craighead, State of Arkansas, to-wit:

**A 15-FOOT EASEMENT ALONG AND PARALELL TO THE SOUTH REAR PROPERTY LINE OF;
LEGAL DESCRIPTION: PARCEL #01-144192-03800; CULBERHOUSE SUB KNIGHT 2ND ADD;
SECTION 19-TOWNSHIP 14-RANGE 04; LOT 3 BLOCK 27.**

This easement is for the purpose of making drainage improvements and maintaining said improvements within the City of Jonesboro. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument on the 3 day of JUNE, 2025.

Owner Info
BY:

Signature: Patsy Sue Brown

Name: PATSY SUE BROWN

Title: OWNER

ACKNOWLEDGMENT

STATE OF ARKANSAS.

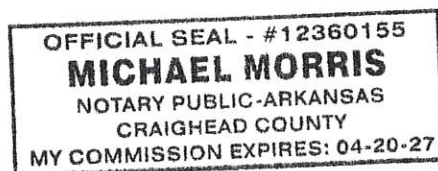
COUNTY OF CRAIGHEAD.

On this day before me, the undersigned officer, personally appeared PATSY SUE BROWN, to me well known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he (she) had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this 3 day of JUNE, 20 25.

Notary Public (Signature): M. Morris

My Commission Expires: 4/20/27





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:069

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS, TO AUTHORIZE THE MAYOR AND CITY CLERK TO ACCEPT A PERMANENT RIGHT-OF-WAY FROM JAMES KELLER, TRUSTEE OF THE JAMES KELLER LIVING TRUST, FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING ROADWAY IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas, desires to accept the following described easement for the purpose of constructing and maintaining roadway improvements:

A part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 14 North, Range 3 East, Craighead County Arkansas and being more particularly described as follows: Beginning at a Found 5/8" Rebar marking Arkansas Department of Transportation Right of Way, Job Number 100454 (US Highway 49) Station 222+55, 220' Left; Thence South 07 Degrees 10 minutes 32 seconds West, along said Right of Way, a distance of 28.26 feet; Thence South 88 Degrees 39 minutes 49 seconds West, leaving said Right of Way, a distance of 377.65 feet; Thence North 00 Degrees 19 minutes 23 seconds East, a distance of 29.87 feet; Thence North 88 Degrees 56 minutes 59 seconds East, a distance of 380.97 feet to the POINT OF BEGINNING, containing 0.25 Acres more or less and being subject to all rights of way and easements of record.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO OF JONESBORO THAT:

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro, Arkansas, to accept the permanent right-of-way described above.

The above space is reserved for Craighead County recording information

PERMANENT RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That James Keller, Trustee of the James Keller Living Trust, hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the City of Jonesboro, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent right-of-way across the following described real property in Craighead County, State of Arkansas, to-wit:

LEGAL DESCRIPTION:

A part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 14 North, Range 3 East, Craighead County Arkansas and being more particularly described as follows: Beginning at a Found 5/8" Rebar marking Arkansas Department of Transportation Right of Way, Job Number 100454 (US Highway 49) Station 222+55, 220' Left; Thence South 07 Degrees 10 minutes 32 seconds West, along said Right of Way, a distance of 28.26 feet; Thence South 88 Degrees 39 minutes 49 seconds West, leaving said Right of Way, a distance of 377.65 feet; Thence North 00 Degrees 19 minutes 23 seconds East, a distance of 29.87 feet; Thence North 88 Degrees 56 minutes 59 seconds East, a distance of 380.97 feet to the POINT OF BEGINNING, containing 0.25 Acres more or less and being subject to all rights of way and easements of record.

This easement and right-of-way is for the purpose of constructing and maintaining roadway improvements. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right-of-way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the grantors have executed this instrument on the 6 day of June, 2025.

Owner Info

BY:

Signature: James F Keller

Name: JAMES KELLER, Trustee of the James Keller Living Trust

Title: TRUSTEE

ACKNOWLEDGMENT

STATE OF Arkansas

COUNTY OF Craighead

On this day before me, the undersigned officer, personally appeared James Keller, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this 6 day of June, 2025.

Notary Public (Signature): Paige Preslar

My Commission Expires: 05-11-2030



BASIS OF BEARINGS:
ARKANSAS STATE PLANE COORDINATE
SYSTEM NORTH ZONE (301)
LAT. 35°47'46.08234", LONG. -90°43'52.37010"
COBS. SCALE FACTOR: 1.0000765059862
(GRID TO GROUND - DISTANCES ARE REPORTED IN FOOT/INCH)
CONVERGENCE ANGLE: N 00°24'18" W

A part of the Northeast Quarter of the Southeast Quarter of Section 35, Township 14 North, Range 3 East, Craighead County Arkansas and being more particularly described as follows:

Beginning at a point 50' (Rear marking Arkansas Department of Transportation Right of Way, Job Number: 100-545) (US Highway 49) Station 222+55, 220' Left, Thence South 07° 10' 00" East 10 meters 33 seconds West, along said Right of Way, a distance of 28.25 feet, Thence South 08° 09' 33" seconds West, along said Right of Way, a distance of 37.65 feet, Thence North 00° 06' 09" seconds East, a distance of 29.87 feet, Thence North 08° 09' 33" seconds East, a distance of 330.97 feet to the POINT OF BEGINNING, containing 0.25 Acres, more or less and being subject to all rights of way and easements of record.

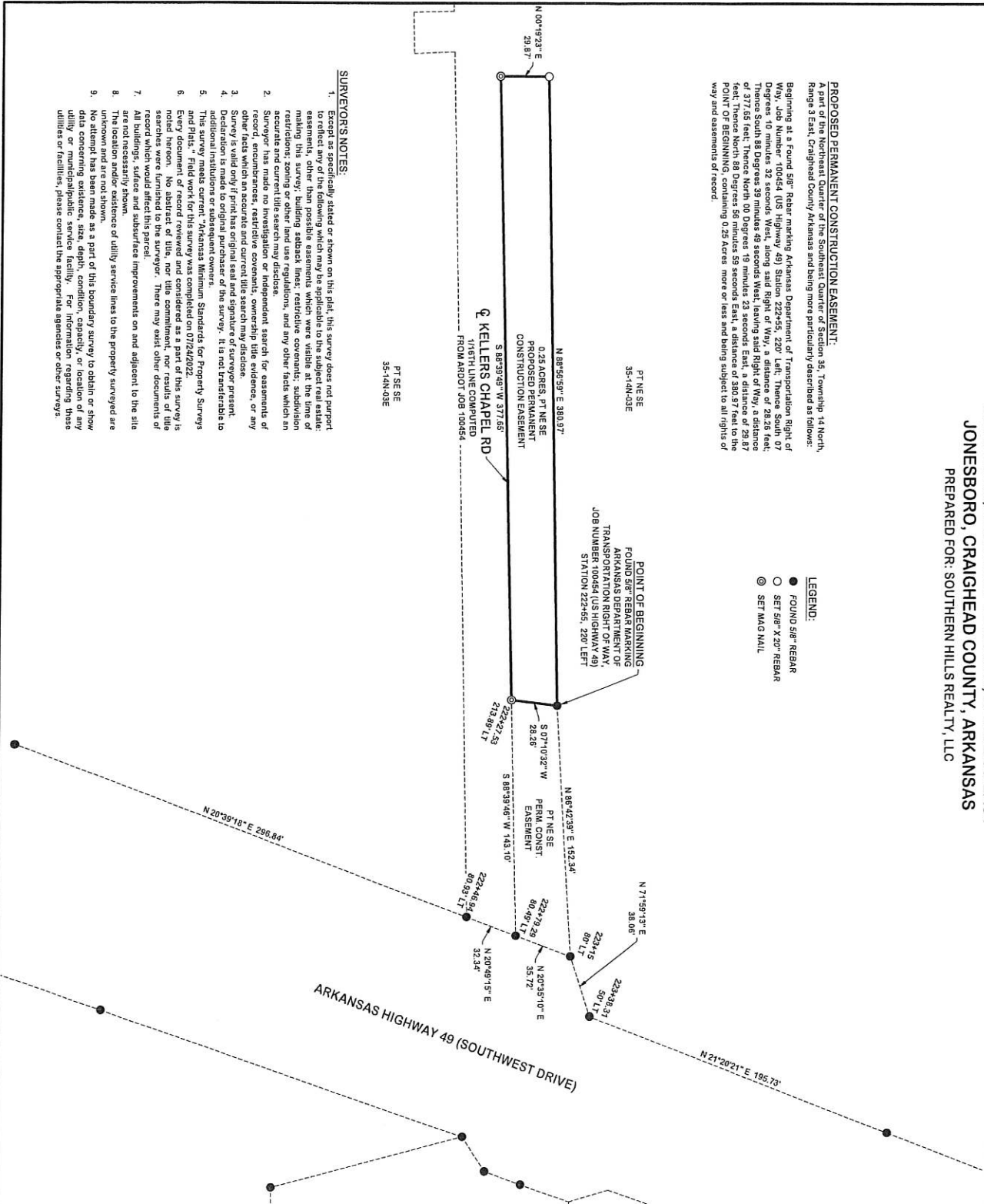
☒ FOUND 5/8" REBAR
☐ SET 5/8" X 20" REBAR
☐ SET MAG NAIL

POINT OF BEGINNING
FOUND 5/8" REAR MARKING
ARKANSAS DEPARTMENT OF
TRANSPORTATION RIGHT OF WAY,
JOB NUMBER 100454 (US HIGHWAY 49),
STATION 222+65, 220' LEFT

N 88°56'59" E 380.97'
0.25 ACRES, PT NE SE
PROPOSED PERMANENT
CONSTRUCTION EASEMENT
S 88°39'49" W 377.55'
ELLERS CHAPEL
1/16TH LINE COMPUTED
FROM ARDOT JOB 10045

PT SE SE
35-14N-03E

1. Except as specifically stated or shown on this list, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: existing, proposed, or anticipated easements, rights, covenants, conditions, restrictions, zoning or other land use regulations, and any other facts which in any way may affect this parcel.
2. Surveyor has made no investigation or independent search for assessments of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which may affect this parcel.
3. Survey is valid only if and to the extent that the survey is based on a recent, current, and accurate plat or map of the subject real estate.
4. Declaration is made of original purchase of the survey. It is not transferable to additional institutions or subsequent owners.
5. The survey meets current, Alaska Minimum Standards for Property Surveys and Plats, "Field work for this survey was completed on 07/24/2022.
6. The survey was created, reviewed and considered as a part of this survey is not intended to be used for any other purpose.
7. All buildings, surface and subsurface improvements on and adjacent to the site are not necessary shown.
8. The location and/or existence of utility service lines to the property surveyed are not shown.
9. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or municipal/public service facility. For information regarding these utilities or facilities, please contact the appropriate agencies or other surveys.



DANIELS
LAND SURVEYING PLLC
2713 PAULA DRIVE, SUITE A, JONESBORO, AR 72404
PHONE: 870.335.6225 | WEB: WWW.DANIELS-LS.COM

[illegible]



City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:073

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION BY THE JONESBORO CITY COUNCIL TO ACCEPT A PERMANENT CONSTRUCTION EASEMENT AT 1509 WOOD STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING SIDEWALK IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to accept the following described easement for the purpose of constructing and maintaining sidewalk improvements:

PART OF LOT 4 OF LOVE'S SURVEY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°00'00" EAST, 758.34 FEET; THENCE NORTH 90°00'00" EAST, 37.20 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 88°42'37" EAST, 16.04 FEET TO THE WESTERLY RIGHT-OF-WAY OF WOOD STREET; THENCE SOUTH 31°48'58" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY 36.14 FEET; THENCE SOUTH 89°15'04" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, 14.76 FEET; THENCE NORTH 30°12'04" EAST, 35.33 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 466 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO THAT:

Section 1: The Mayor and City Clerk are hereby authorized to accept the easement described above.

PERMANENT CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That JAMES DOYLE HUNT, JR., hereinafter referred to as Grantor (whether one or more), does hereby dedicate, grant and convey unto the Public, and that the **CITY OF JONESBORO**, a Municipal Corporation of the State of Arkansas, hereinafter referred to as Grantee, does hereby accept on behalf of the public, for use as a permanent construction easement across the following described real property in Craighead County, State of Arkansas, to-wit:

PART OF LOT 4 OF LOVE'S SURVEY OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°00'00" EAST, 758.34 FEET; THENCE NORTH 90°00'00" EAST, 37.20 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 88°42'37" EAST, 16.04 FEET TO THE WESTERLY RIGHT-OF-WAY OF WOOD STREET; THENCE SOUTH 31°48'58" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY 36.14 FEET; THENCE SOUTH 89°15'04" WEST, LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, 14.76 FEET; THENCE NORTH 30°12'04" EAST, 35.33 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 466 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

This easement and right of way is for the purpose of constructing and maintaining a sidewalk. Any other use of this area, other than by record owners, shall only be granted by record owners, but they are not precluded from using or granting other use, so long as same does not interfere unreasonably with the express purpose intended.

This grant of easement and right of way shall be binding upon the heirs, successors, administrators and assigns of the grantors.

IN WITNESS WHEREOF, the grantors have executed this instrument on the 4th day

of June, 2025

Owner Info
BY:

Signature: Tina Coats
POA James Doyle Clerk for
Name: TINACOO TS

Title: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS.

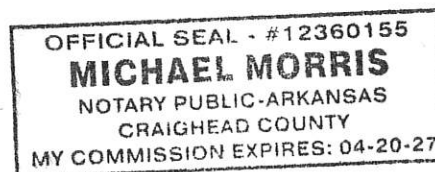
COUNTY OF CRAIGHEAD.

On this day before me, the undersigned officer, personally appeared TINA COATS, to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had executed the same for the purpose therein stated and set forth.

WITNESS my hand and seal this 4 day of JUNE, 2025.

Notary Public (Signature): [Signature]

My Commission Expires: 4/20/27



**AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF
ATTORNEY AND AGENT'S AUTHORITY**

STATE OF ARKANSAS)
COUNTY OF CRAIGHEAD)

KNOW ALL PERSONS BY THESE PRESENTS, THAT I, Tina Marie Coots, certify under penalty of perjury that James Doyle Hunt, Jr. granted me authority as an agent or successor agent in a Durable Power of Attorney dated the 27th day of December, 2019, a copy of which is attached hereto (the "Power of Attorney").

Pursuant to the Arkansas Uniform Power of Attorney Act (Act 805 of the 2011 Arkansas General Assembly as codified at ARK. CODE ANN §§28-68-101, *et. seq.*, I further certify that to my knowledge:

- (1) the Principal is alive and has not revoked the Power of Attorney or my authority to act under the Power of Attorney and the Power of Attorney and my authority to act under the Power of Attorney have not terminated;
- (2) if the Power of Attorney was drafted to become effective upon the happening of an event or contingency, the event or contingency has occurred;

SIGNATURE AND ACKNOWLEDGMENT



Tina Marie Coots
2300 Kellers Chapel Road
Jonesboro, AR 72404
870/243-5014

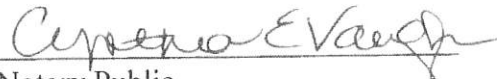
Date: November 7, 2022

ACKNOWLEDGMENT

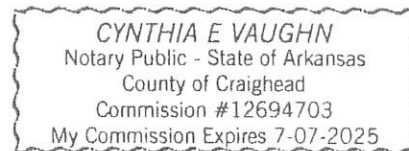
STATE OF ARKANSAS)
COUNTY OF CRAIGHEAD)

On this day personally appeared before me, the undersigned, a Notary Public within and for the state and county aforesaid, duly qualified, commissioned and acting, Tina Marie Coots, Agent, who stated and acknowledged that she had signed and executed the foregoing Certification for the purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 7th day of November, 2022.


Notary Public

My Commission Expires: 7-7-2025.



**DURABLE POWER OF ATTORNEY
EXECUTED BY JAMES DOYLE HUNT, JR.
ON THE 27TH DAY OF DECEMBER, 2019
EFFECTIVE UPON EXECUTION**

TABLE OF CONTENTS
OF
THE DURABLE POWER OF ATTORNEY
EXECUTED BY JAMES DOYLE HUNT, JR.

	<u>Page</u>
PART ONE: AGENT AND EFFECTIVENESS OF POWER	1
1.1. Agent	1
1.2. Successor Agent	1
1.3. Special Skills	1
1.4. Guardian or Conservator	1
1.5. Multiple Agents	1
1.6. Form of Signature	1
1.7. Effective Date and Period	2
1.8. Termination Date	2
1.9. Definitions and Terms	2
PART TWO: POWERS REGARDING MY PROPERTY	2
2.1. Grant of General Authority	2
2.2. Grant of Specific Authority	3
2.3. Limitations on Power	4
2.4. Reasonable Expectations	5
PART THREE: THIRD PARTY DISCLOSURE	5
3.1. Disclosure by Agent	5
3.2. Disclosure by Third Parties	5
3.3. Privilege & HIPAA Waiver	5
PART FOUR: PRINCIPAL PROTECTOR, REPORTING, CONFLICT AND EXONERATION	6
4.1. Principal Protector	6
4.1A. Identity, Succession and Qualification	6
4.1B. Limited Duties, Waiver and Exoneration of Liability	6
4.1C. Power to Seek Judicial Review	7
4.2. Reporting	7
4.3. Conflict of Interest Transaction	7
4.4. Exoneration	8

PART FIVE: GENERAL PROVISIONS	8
5.1. Compensation	8
5.2. Severance	8
5.3. Number/Gender	9
5.4. Choice of Law	9
5.5. Binding Effect	9
5.6. Declaration of Understanding	9
5.7. Durable Power	9

DURABLE POWER OF ATTORNEY
(Effective Upon Execution)

TO WHOM IT MAY CONCERN:

I, James Doyle Hunt, Jr., whose address is P.O. Box 17054, Jonesboro, Arkansas 72403, hereby create a Durable Power of Attorney ("this Power") pursuant to the Uniform Power of Attorney Act (Act 805 of the 2011 Arkansas General Assembly as codified at ARK. CODE ANN §§28-68-101, *et. seq.*, hereinafter referred to as the "Act"), revoking all prior general Powers of Attorney and retaining the right to revoke or amend this Power and to substitute others in place of the Agent appointed below. Amendments to this Power shall be made in writing or other record by me personally (not by my Agent) by specifically referring to this Power by its date, and any such amendment shall be attached to or otherwise associated with the record of the original of this Power.

PART ONE: AGENT AND EFFECTIVENESS OF POWER

1.1. Agent. I appoint Tina Marie Coots as my Agent.

1.2. Successor Agent. I appoint Victoria Marie Chism as my successor Agent.

1.3. Special Skills. Except as provided below I have not selected any of the Agents identified herein by reason of special skills or expertise. The only special skills or expertise I considered in the selection of my Agent(s) are as follows:

None.

1.4. Guardian or Conservator. If it becomes necessary to appoint a guardian or conservator of my estate after the execution of this Power, I nominate my Agent as such guardian or conservator of my estate.

1.5. Multiple Agents. If I have named more than one person as Agent, such persons shall serve as Co-Agents and shall act unanimously (in the case of two persons) or by majority vote (in the case of three or more persons), as the case may be. They shall be collectively referred to as my "Agent."

1.6. Form of Signature. My Agent shall use the following form when signing on my behalf pursuant to this Power:

"James Doyle Hunt, Jr. by Tina Marie Coots his Agent under
instrument dated the 27th day of December, 2019."

**DURABLE POWER OF ATTORNEY OF
JAMES DOYLE HUNT, JR.**

1.7. Effective Date and Period. This Power shall be effective upon execution.

1.8. Termination Date. This Power shall terminate on the earlier of my death or my revocation of this Power.

1.9. Definitions and Terms. To the extent any words, terms or phrases utilized herein are defined in the Act they shall have the same meaning herein, except as otherwise specifically provided.

PART TWO: POWERS REGARDING MY PROPERTY

2.1. Grant of General Authority. I grant my Agent and any successor general authority to act for me with respect to the following subjects as defined in the Uniform Power of Attorney Act, Arkansas Code Title 28, Chapter 68:

(Indicate each subject you want to include in the Agent's general authority by filling in "YES" or "NO" in the blank provided. If you wish to grant general authority over all of the subjects you may write "YES" in the "All Preceding Subjects" blank instead of filling in "YES" or "NO" for each subject.)

- ☐ Real Property
- ☐ Tangible Personal Property
- ☐ Stocks and Bonds
- ☐ Commodities and Options
- ☐ Banks and Other Financial Institutions
- ☐ Operation of Entity or Business
- ☐ Insurance and Annuities
- ☐ Estates, Trusts, and Other Beneficial Interests
- ☐ Claims and Litigation

**DURABLE POWER OF ATTORNEY OF
JAMES DOYLE HUNT, JR.**

- ☐ Personal and Family Maintenance - In addition to the individuals identified in the Act as eligible recipients of maintenance, the individuals whom I intend to support are as follows:

None. _____

- ☐ Benefits from Governmental Programs or Civil or Military Service
- ☐ Retirement Plans
- ☐ Taxes
- ☐ (YES) All Preceding Subjects

2.2. Grant of Specific Authority. My agent MAY NOT do any of the following specific acts for me UNLESS "YES" is completed in the blank next to the specific authority listed below: (CAUTION: Granting any of the following will give your agent the authority to take actions that could significantly reduce your property or change how your property is distributed at your death. Fill in "YES" next to the specific authority you WANT to give your agent and fill in "NO" next to any specific authority you DO NOT WANT to give your agent.)

☐ (NO) Create, amend, revoke, or terminate an inter vivos trust

☐ (NO) Make a gift, subject to the following:

☐ (NO) Subject to the limits set forth in ARK. CODE ANN. §28-68-217; OR

☐ (NO) General authority to make gifts to any donee(s) and of any property or amount and without respect to the limits set forth in ARK. CODE ANN. §28-68-217(b)

☐ (NO) Create or change rights of survivorship

☐ (NO) Create or change a beneficiary designation

☐ (NO) Authorize another person to exercise the authority granted under this power of attorney

**DURABLE POWER OF ATTORNEY OF
JAMES DOYLE HUNT, JR.**

(NO) Waive the principal's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan

(NO) Exercise fiduciary powers that the principal has authority to delegate

(NO) I further specifically authorize any Agent named herein to exercise the foregoing powers to benefit himself or herself or any person to whom the Agent owes an obligation of support, even if the Agent is not my spouse, ancestor or descendant.

(YES) I expressly authorize any person or entity that possesses, custodies, or controls any electronically stored information of mine or that provides to me an electronic communication service, social media account, cloud storage, software or processing or other remote computing service, whether public or private, to divulge, disclose and grant access to my Agent to, at any time: (1) any electronically stored information of mine; (2) the contents of any communication that is in electronic storage by that service or that is carried or maintained on that service; and (3) any record or other information pertaining to me with respect to that service. I further authorize and request that such persons or entities afford my Agent the rights, use and benefit of any such service to the same extent as if I were personally engaged. The terms used in this authorization are to be construed as broadly as possible. This authorization is to be construed to be my lawful consent under the Electronic Communications Privacy Act of 1986, as amended; the Computer Fraud and Abuse Act of 1986, as amended; and any other applicable federal or state data privacy law or criminal law.

2.3. Limitations on Power. It is my intention by the granting of the foregoing powers to give my Agent the broadest possible powers to represent my interests and my estate in all aspects of any transactions or dealings involving me or my property. However, in addition to the other limitations provided herein, my Agent shall not exercise the powers provided herein with respect to me and my property as follows:

(a) To exercise any powers granted to the trustee pursuant to an irrevocable trust agreement of which my Agent is the Grantor or Trustor and I am the Trustee; and

(b) To exercise any incidents of ownership over any policy or policies of life insurance insuring the life of my Agent and of which I am the owner.

**DURABLE POWER OF ATTORNEY OF
JAMES DOYLE HUNT, JR.**

2.4. Reasonable Expectations. In exercising the powers provided hereunder my Agent shall act in accordance with the following specific expectations (if any):

None.

PART THREE: THIRD PARTY DISCLOSURE

3.1. Disclosure by Agent. Upon and during the period of the effectiveness of the Power my Agent is authorized to disclose the existence of this Power, to certify factual matters in connection herewith, and to provide a copy of this Power to any third person.

3.2. Disclosure by Third Parties. All third parties from whom my Agent may request information regarding my personal affairs are authorized and directed to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate, my heirs, successors or assigns for complying with the Agent's requests.

3.3. Privilege & HIPAA Waiver. I hereby waive voluntarily any physician-patient privilege, psychiatrist-patient privilege or other health care provider privilege that may exist in my favor and I authorize physicians, psychiatrists and health care providers to examine me and disclose my physical or mental condition, records and status to my Agent in order to determine my incapacity or capacity and to carry out the duties and responsibilities hereunder. Further, for the purpose of assisting my Agent in obtaining the necessary written determination of my incapacity, I authorize the following use or disclosure of protected health information about me, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all amendments and regulations related thereto. I specifically and presently authorize any and all medical clinics, hospitals, physicians or other medical providers of any type to disclose to my Agent named herein upon the Agent's written request, any and all of my medical information, records, and protected health information ("PHI," as defined by HIPAA), including any and all information concerning alcohol and substance abuse, HIV/AIDS, or mental health, necessary to create a written certification, to be made by a physician or licensed psychologist, related to my incapacitation, or lack thereof, pursuant to the Act. I understand that the information used or disclosed may be subject to re-disclosure by my Agent, and would then no longer be protected by federal privacy regulations. I understand that any action taken in reliance on this authorization cannot be reversed, and my revocation will not affect those actions. No medical provider has conditioned its treatment of me on whether or not I grant this authorization. This HIPAA authorization shall expire and terminate upon the termination of this Power.

**DURABLE POWER OF ATTORNEY OF
JAMES DOYLE HUNT, JR.**

**PART FOUR: PRINCIPAL PROTECTOR, REPORTING, CONFLICT AND
EXONERATION**

4.1. Principal Protector. During any period this Power is effective there shall be a Principal Protector who shall have the limited duties and functions set forth herein and shall not have any general fiduciary or other duty or responsibility.

4.1A. Identity, Succession and Qualification. The Principal Protector shall be the first of following persons who is not the Agent, who then exists, is living, is not incapacitated and who accepts the position:

- (a) Initially None and thereafter any person specifically designated by me, in writing;
- (b) My guardian, conservator or other fiduciary acting for me, including the trustee of any revocable living trust established by me;
- (c) My spouse;
- (d) Any successor to the Agent as identified herein;
- (e) Any person who would qualify as my then living presumptive heir at law determined as if I had died intestate as an Arkansas resident on such date; or
- (f) a person named as a beneficiary to receive any property, benefit, or contractual right upon my death or as a beneficiary of a trust created by or for me and that has a financial interest in my estate.

Where there is more than one person who is then eligible to serve as Principal Protector the Agent may select and designate a single person to serve.

4.1B. Limited Duties, Waiver and Exoneration of Liability. The Principal Protector shall have only the specific duties and functions expressly set forth herein and shall not have any general fiduciary or other duty or responsibility. A Principal Protector shall have no duty to monitor the Agent in order to determine whether any of the powers and discretions conferred to the Agent should or should not, how or in what manner they may be exercised. The Principal Protector shall not be required to exercise any power or discretion granted to the Principal Protector. Any exercise or nonexercise of the powers and discretions granted to the Principal Protector shall be in the sole and absolute discretion of the Principal Protector and shall be binding and conclusive on all parties. Further, the Principal Protector shall have no duty to keep informed as to the acts or omissions of others or to take any action to prevent or minimize

**DURABLE POWER OF ATTORNEY OF
JAMES DOYLE HUNT, JR.**

loss. Absent bad faith, the Principal Protector shall be exonerated from any and all liability for the acts and omissions of me or the Agent or arising from any exercise or nonexercise of the powers and discretions conferred in this Agreement.

4.1C. Power to Seek Judicial Review. I specifically recognize the Principal Protector as an interested party to seek, initiate, or participate in a judicial review, action, construction or accounting of any matter hereunder.

4.2. Reporting. The Agent shall, upon request, account and report to me and the Principal Protector. The Agent shall provide the requested account and report within the time required under the Act. Additionally, the Agent may voluntarily present to me, the Principal Protector or any person who may be eligible to serve as Principal Protector at any time an account and report. Such account and report shall provide the information required to be maintained by my Agent under ARK. CODE ANN §28-68-114 and shall disclose all property, liabilities, receipts and disbursements under the possession or control of the Agent or which passed through his or her hands, shall specifically identify and explain any conflict of interest transaction (as defined below) and include the Agent's compensation, if any.

4.3. Conflict of Interest Transaction. My Agent shall not be liable for damages arising from any sale, encumbrance, or other transaction involving the investment or management of my property entered into by the Agent for the Agent's own personal account or which is otherwise affected by a conflict between the Agent's fiduciary and personal interests when:

- (a) the transaction was specifically authorized by the terms of this Power;
- (b) the transaction was approved by a court;
- (c) the Agent discloses the sale, encumbrance or other transaction in a report as provided in the Reporting paragraph and neither I nor the Principal Protector commence a judicial proceeding within the period provided in Exoneration paragraph below;
- (d) I or the Principal Protector consented to the Agent's conduct, ratified the transaction, or released the Agent in a manner which complies with ARK. CODE ANN. § 28-73-1009;
- (e) the transaction involves a contract entered into or claim acquired by the Agent before the person became Agent; or
- (f) the sale, encumbrance or other transaction is fair and reasonable to me.

**DURABLE POWER OF ATTORNEY OF
JAMES DOYLE HUNT, JR.**

A sale, encumbrance, or other transaction involving the investment or management of my property is presumed to be affected by a conflict between personal and fiduciary interests if it is entered into by the Agent with:

- (a) the Agent;
- (b) the Agent's spouse;
- (c) the Agent's descendants, siblings, parents, or their spouses;
- (d) an agent or attorney of the Agent; or

(e) a corporation or other person or enterprise in which the Agent, or a person who owns a significant interest in the Agent, has an interest that might affect the Agent's best judgment.

4.4. Exoneration. My Agent serves hereunder at my request and as a service to me. It is my desire that the Agent shall be exonerated from liability as set forth herein and as permitted under the Act (specifically ARK. CODE ANN §28-68-115). My Agent shall not be liable to me or any of my successors in interest for any action or inaction taken in good faith. Further, provided the Agent shall conspicuously disclose this limitations period therein, if neither I nor the Principal Protector shall initiate any judicial action, then effective on the first anniversary of the delivery of any account and report as provided above I exonerate, relieve and release my Agent from liability for any breach of duty hereunder or otherwise which is adequately disclosed in any such report. A report adequately discloses the existence of a potential claim for breach of duty if it provides sufficient information so that I or the Principal Protector know of the potential claim or should have inquired into its existence. I note that this limitations period and standard of exoneration and release is similar to and borrowed from the provisions of the Arkansas Trust Code (specifically ARK. CODE ANN §28-73-1005). In the event of any action or proceeding hereunder I encourage the court to rely upon any authority or precedent arising under that provision.

PART FIVE: GENERAL PROVISIONS

5.1. Compensation. My Agent ~~SHALL~~[✓] or SHALL NOT (Circle One) be entitled to reasonable compensation for serving in such capacity and shall be entitled for reimbursement for reasonable expenses.

5.2. Severance. If any provision of this Power is invalid for any reason, such invalidity shall not affect any of the other provisions of this Power, and all invalid provisions shall be wholly disregarded.

**DURABLE POWER OF ATTORNEY OF
JAMES DOYLE HUNT, JR.**

5.3. Number/Gender. Except where the context otherwise requires, the singular includes the plural, the plural includes the singular, and the masculine includes the feminine.

5.4. Choice of Law. All questions pertaining to validity, interpretation and administration of this Power shall be determined in accordance with the laws of Arkansas.

5.5. Binding Effect. All actions of my Agent confirmed and ratified under this Power shall bind me and my heirs, distributees, legal representatives, successors and assigns.

5.6. Declaration of Understanding. I understand that this Power is an important legal document. Before executing this Power, my attorney explained to me the following:

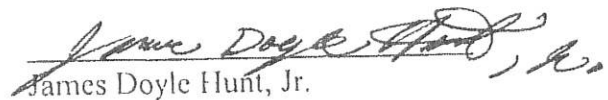
(a) This Power provides my Agent with broad powers to dispose, sell, convey and encumber my real and personal property;

(b) The powers granted in this Power will exist for an indefinite period of time unless I limit their duration by the terms of this Power or revoke this Power. These powers will continue to exist notwithstanding my subsequent disability or incapacity; and

(c) I have the right to revoke or terminate this Power at any time.

5.7. Durable Power. This Power of Attorney is a durable power of attorney as defined in the Act and shall continue despite my legal or medical incapacitation.

IN WITNESS WHEREOF, I have hereunto set my hand on this 27th day of December, 2019.


James Doyle Hunt, Jr.

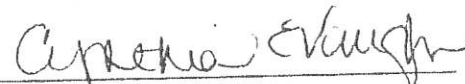
**DURABLE POWER OF ATTORNEY OF
JAMES DOYLE HUNT, JR.**

ACKNOWLEDGMENT

STATE OF ARKANSAS)
COUNTY OF CRAIGHEAD)

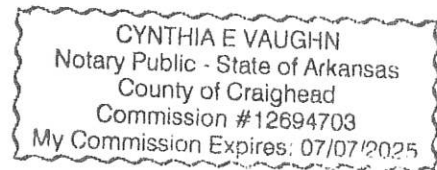
On this day personally appeared before me, the undersigned, a Notary Public within and for the state and county aforesaid, duly qualified, commissioned and acting, James Doyle Hunt, Jr., Principal, who stated and acknowledged that he had signed and executed the foregoing Durable Power of Attorney for the purposes therein mentioned and set forth.

WITNESS my hand and official seal on this 27th day of December, 2019.


Notary Public

My Commission Expires: 7-7-2025

F:\S\RS RSJ Hunt, Sonny POA Property 2019.wpd





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Text File

File Number: RES-25:074

Agenda Date:

Version: 1

Status: To Be Introduced

In Control: Public Works Council Committee

File Type: Resolution

A RESOLUTION BY THE CITY COUNCIL OF JONESBORO, ARKANSAS AUTHORIZING THE OFFER AND ACCEPTANCE TO PURCHASE ADDITIONAL RIGHT-OF-WAY AT 101 MARK STREET FOR THE PURPOSE OF THE CONSTRUCTING AND MAINTAINING PEDESTRIAN AND BICYCLE INFRASTRUCTURE IMPROVEMENTS

WHEREAS, the City of Jonesboro, Arkansas desires to purchase the following described right-of-way for the purpose of constructing and maintaining pedestrian and infrastructure improvements:

PART OF LOT 1 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 68°31'58" EAST, 76.59 FEET; THENCE SOUTH 19°46'08" EAST, 5.34 FEET; THENCE SOUTH 69°06'42" WEST, 78.29 FEET; THENCE NORTH 00°41'52" EAST, 4.91 FEET TO THE POINT OF BEGINNING, CONTAINING 383 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

WHEREAS, an Offer has been made and accepted to the sell the above described property for the price of \$1,149.00.

WHEREAS, the attached Offer and Acceptance will be executed upon passage of this resolution.

WHEREAS, the funding for this purchase shall come from the Capital Improvement budget.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO THAT:

Section 1: The Mayor and City Clerk are hereby authorized to execute the documents necessary to effectuate this transaction.

**REAL ESTATE CONTRACT FOR CITY OF JONESBORO
OFFER AND ACCEPTANCE**

1. **BUYERS:** The Buyers, **CITY OF JONESBORO, A MUNICIPAL CORPORATION** offer to buy, subject to the terms set forth herein, the following

2. **PROPERTY DESCRIPTION: (101 Mark Street)**

PART OF LOT 1 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF REES REPLAT OF LOTS 1 AND 2 OF RUTH ANN SUBDIVISION, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 68°31'58" EAST, 76.59 FEET; THENCE SOUTH 19°46'08" EAST, 5.34 FEET; THENCE SOUTH 69°06'42" WEST, 78.29 FEET; THENCE NORTH 00°41'52" EAST, 4.91 FEET TO THE POINT OF BEGINNING, CONTAINING 383 SQ. FT., MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

3. **PURCHASE PRICE:** The Buyers will pay as total purchase price for said property, the sum of one thousand one hundred forty-nine dollars **(\$1,149.00)**.

4. **CONVEYANCE:** Conveyance shall be made to Buyers or as directed by Buyers, by execution of Permanent Right-of-Way document, except it shall be subject to recorded restrictions and easements, if any, which do not materially affect the value of the property. Unless expressly reserved herein, such conveyance shall include mineral rights owned by Seller.

5. **PRO-RATIONS:** Taxes and special assessments, and allowable expenses due on or before closing shall be paid at closing from the proceeds of the sale.

6. **CLOSING:** The closing date will be immediate upon receipt of purchase price. Closing cost to be paid by the buyer.

7. **POSSESSION:** Possession shall be delivered to Buyers: Upon Buyers Closing

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH BUYER AND SELLER.

BUYER

CITY OF JONESBORO
CRAIGHEAD COUNTY, AR

Name: _____

Title: _____ Mayor _____

Date: _____

ATTEST

City Clerk

SELLER

Name: Gladys M. Johns

Date: 5/22/25

Name: _____

Date: _____