

Proposed by KP

Agreement

AGREEMENT made this ____ day of _____, 2007, by and between Kenneth A. Yarbrough and Corliss Lynn Yarbrough, his wife, (collectively known as the "Yarbroughs") and the City of Jonesboro, Arkansas ("City");

WITNESSETH

Whereas, the Yarbroughs and the City have previously entered into an agreement, attached hereto as Exhibit A, to construct approximately six tenths of a mile of three lane roadway per construction plans prepared by Fisher and Arnold, entitled Lawson Road Extended, and dated February 2007; and,

Whereas, those plans omitted certain in ground drainage improvements in conflict with the agreement attached as Exhibit A; and,

Whereas is the intent of the City to honor its original agreement with the Yarbroughs.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. DONATION. The Yarbroughs will donate the necessary additional right of way and permanent drainage easement to complete the installation of the additional in ground drainage improvement as specified in the revised Fisher and Arnold plans entitled Construction Plans for Lawson Road Extended, Revision date 09/26/07 and accompanying right of way descriptions attached as Exhibit B.

2. CONSTRUCTION OF DRAINAGE IMPROVEMENTS. The City will construct the additional drainage improvements per the Fisher and Arnold revised plans under change order #1 of PO Number 37397.

3. TIMEFRAME. The additional improvements shall be completed in 60 days from the notice to proceed. The notice to proceed shall be issued no later than April 1st, 2008.


4. AUTHORITY. The City has taken such action as is necessary for this Agreement to be binding upon the City.

5. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and upon their successors, heirs, personal representatives and assigns.

6. ENTIRE AGREEMENT. This writing and the attached exhibits and references shall constitute the entire agreement of the parties and all other writings, statements, agreements or representations whether oral or written are superseded and replaced hereby. No alteration of this agreement shall be made and no significant alterations of the plans shall be made except in writing signed by all parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.


KENNETH A YARBROUGH


CORLISS LYNN YARBROUGH

CITY OF JONESBORO, ARKANSAS

ATTEST:

MAYOR DOUG FORMON

DONNA JACKSON, CITY CLERK