

### AGREEMENT

On this 17 day of Oct, 201~~2~~<sup>13</sup>, the parties, E. SLOAN FARMS, INC., B & G LAND COMPANY, INC., BTS TRUST, LLC, CRSS, LLC, CHERYL W. TRIMARCHI, TRUSTEE OF THE MARTHA LAIRD WALL TESTAMENTARY TRUST, JANET K. LAIRD, SHERIDAN L. SPERRY, STEPHEN K. LAIRD, KATHLEEN L. CALDWELL, DONALD BURGESS LAIRD, TRUSTEE OF THE SARAH L. MERNISSI TRUST, LYLE KNIGHT LAIRD, DONALD BURGESS LAIRD, CITY OF JONESBORO, GARY ROBERTS, ASPHALT PRODUCERS, LLC, and RAZOR ROCK MATERIALS COMPANY, and for their agreement state:

WHEREAS, a portion of Strawfloor Road, hereinafter **Strawfloor**, in Township 14, Range 3 East, in Craighead County, Arkansas, has been closed to through traffic; and

WHEREAS, the closure of said portion of Strawfloor originated with the City of Jonesboro's desire and need to mine the clay material needed to cap off the old Jonesboro landfill, and

WHEREAS, said closure afforded other parties to this Agreement the ability to mine their properties as well; and

WHEREAS, it is in the best interests of the parties hereto to relocate and restore Strawfloor as more particularly set out herein; and


WHEREAS, the parties desire to set out their agreement as to the future relocation of Strawfloor and related matters:

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Relocation: All parties agree that Strawfloor will be relocated within the parameters of the corridor as set out generally in Exhibit "A" hereto and all affected landowners specifically agree to the relocation.

2. Restoration Obligations: The parties agree that the following restoration obligations will be to build private haul roads that will be upgraded to the standard of the previous Strawfloor Road before opening to public traffic. If any of the parties later wish a different location for the public road across their respective property, that party will be responsible for constructing the relocated road on their property.

A. Asphalt Producers, LLC, agrees to restore Strawfloor from a point beginning at the intersection of Strawfloor and Tall Burch Road (Point A on Exhibit "A") to a point ending on the property belonging to the City of Jonesboro (hereinafter City) at the current location of the City's private access road coming down from Strawfloor (Point B on Exhibit "A").

 B. Gary Roberts agrees to restore Strawfloor from Point B on Exhibit "A" to the west boundary line of the City's property (Point C on Exhibit "A").

C. Razor Rock Materials Company agrees to restore Strawfloor from Point C on Exhibit "A" to where the new alignment meets Strawfloor (Point D on Exhibit "A").

3. General Standards and Specifications: The restoration of Strawfloor shall be to the same standards, specifications and conditions as existed immediately preceding the time that Strawfloor became inaccessible to through traffic and the City specifically agrees to accept the restored road rebuilt to those prior standards, specifications and conditions as a public road by usage under the same terms and conditions as the previous Strawfloor Road accepted from Craighead County at the time of its annexation. The City

further agrees that once Strawfloor is restored to its former condition and is reopened to through traffic that it will be responsible for future maintenance of the roadway.

4. Elevations: It is agreed that Strawfloor shall be restored to substantially the same elevations at Points A, B, C and D as show on Exhibit "A" as existed prior to the closure of Strawfloor to through traffic.

5. Sloping and Curves: It is agreed that all slopes and curves of the restored Strawfloor shall conform to generally accepted engineering principles and the standards set out by the City.

6. Timing: The parties acknowledge that it is not anticipated that the restoration of Strawfloor will occur until all dirt, sand, gravel and clay mining operations have been exhausted and completed within the region surrounding the proposed relocation. At that point, the parties responsible for the restoration of Strawfloor as set out in paragraph 2 shall have a reasonable time within which to accomplish the restoration.

7. Rights of Way: All affected landowners agree that upon completion of the relocation of Strawfloor Road as set out herein that the parties hereto and the public shall be restored to the same rights of ingress, egress, regress and usage as were afforded and enjoyed prior to the closure of Strawfloor Road.

8. Temporary Haul Road: The parties agree that the relocated Strawfloor Road as set out in paragraph 1 will first be utilized as a temporary haul road. All parties agree to allow unlimited and unfettered access to all temporary haul road with the purpose and intent that all parties maintain access to the outlet at the intersection of Tall Burch Road and Strawfloor. Asphalt Producers shall have the duty to construct and maintain the haul road from Point A to Point B as reflected on Exhibit "A"; Gary Roberts shall have the duty to construct and maintain the haul road from Point B to Point C as reflected on Exhibit

Exhibit "A"; and Razor Rock Materials will have the duty to construct and maintain the haul road from Point C to Point D as reflected on Exhibit "A".

9. Future Improvements: Future improvements to the relocated Strawfloor Road shall be handled in the same manner and be governed by the same rules and regulations that may then exist pertaining to gravel roads within the city limits of Jonesboro. Any future improvements to Strawfloor Road undertaken at the initiative of an independent property owner or owners, or for the development of a property owner's property shall be the sole responsibility of the owner or owners, and all such improvements shall conform to city standards in effect at that time.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 17<sup>th</sup> day of Oct, 2012. <sup>5</sup>

E. SLOAN FARMS, INC.

By John T. Sloan, pres  
JOHN T. SLOAN (President)

B & G LAND COMPANY, INC.

By John T. Sloan, pres  
JOHN T. SLOAN (President)

BTS TRUST, LLC

By John T. Sloan  
John T. Sloan  
Co-Manager

By James E. Sloan, Jr.  
James E. Sloan, Jr.  
Co-Manager

CRSS, LLC

By Cyndy R. Sloan Shepherd  
Cyndy R. Sloan Shepherd  
Managing Member



MARTHA LAIRD WALL TESTAMENTARY TRUST

By Cheryl W. Trimarchi  
CHERYL W. TRIMARCHI, Trustee

\_\_\_\_\_  
JANET K. LAIRD

\_\_\_\_\_  
SHERIDAN L. SPERRY

\_\_\_\_\_  
STEPHEN K. LAIRD

\_\_\_\_\_  
KATHLEEN L. CALDWELL

SARAH L. MERNISSI TRUST

By \_\_\_\_\_  
DONALD BURGESS LAIRD , Trustee

\_\_\_\_\_  
LYLE KNIGHT LAIRD

\_\_\_\_\_  
DONALD BURGESS LAIRD

\_\_\_\_\_  
GARY ROBERTS

ASPHALT PRODUCERS, LLC

By \_\_\_\_\_

RAZOR ROCK MATERIALS COMPANY

By \_\_\_\_\_

CITY OF JONESBORO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DONNA JACKSON - City Clerk

MARTHA LAIRD WALL TESTAMENTARY TRUST

By \_\_\_\_\_  
CHERYL W. TRIMARCHI, Trustee

Janet K. Laird  
JANET K. LAIRD

\_\_\_\_\_  
SHERIDAN L. SPERRY

\_\_\_\_\_  
STEPHEN K. LAIRD

\_\_\_\_\_  
KATHLEEN L. CALDWELL

SARAH L. MERNISSI TRUST

By \_\_\_\_\_  
DONALD BURGESS LAIRD , Trustee

\_\_\_\_\_  
LYLE KNIGHT LAIRD

\_\_\_\_\_  
DONALD BURGESS LAIRD

\_\_\_\_\_  
GARY ROBERTS

ASPHALT PRODUCERS, LLC

By \_\_\_\_\_

RAZOR ROCK MATERIALS COMPANY

By \_\_\_\_\_

CITY OF JONESBORO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DONNA JACKSON - City Clerk

MARTHA LAIRD WALL TESTAMENTARY TRUST

By \_\_\_\_\_  
CHERYL W. TRIMARCHI, Trustee

\_\_\_\_\_  
JANET K. LAIRD

\_\_\_\_\_  
SHERIDAN L. SPERRY

\_\_\_\_\_  
*Stephen K. Laird*  
STEPHEN K. LAIRD

\_\_\_\_\_  
KATHLEEN L. CALDWELL

SARAH L. MERNISSI TRUST

By \_\_\_\_\_  
DONALD BURGESS LAIRD , Trustee

\_\_\_\_\_  
LYLE KNIGHT LAIRD

\_\_\_\_\_  
DONALD BURGESS LAIRD

\_\_\_\_\_  
GARY ROBERTS

ASPHALT PRODUCERS, LLC

By \_\_\_\_\_

RAZOR ROCK MATERIALS COMPANY

By \_\_\_\_\_

CITY OF JONESBORO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DONNA JACKSON - City Clerk

MARTHA LAIRD WALL TESTAMENTARY TRUST

By \_\_\_\_\_  
CHERYL W. TRIMARCHI, Trustee

\_\_\_\_\_  
JANET K. LAIRD

\_\_\_\_\_  
SHERIDAN L. SPERRY

\_\_\_\_\_  
STEPHEN K. LAIRD

\_\_\_\_\_  
KATHLEEN L. CALDWELL

SARAH L. MERNISSI TRUST

By \_\_\_\_\_  
DONALD BURGESS LAIRD , Trustee

\_\_\_\_\_  
LYLE KNIGHT LAIRD

\_\_\_\_\_  
DONALD BURGESS LAIRD

  
GARY ROBERTS

ASPHALT PRODUCERS, LLC

By \_\_\_\_\_

RAZOR ROCK MATERIALS COMPANY

By \_\_\_\_\_



MARTHA LAIRD WALL TESTAMENTARY TRUST

By \_\_\_\_\_  
CHERYL W. TRIMARCHI, Trustee

\_\_\_\_\_  
JANET K. LAIRD

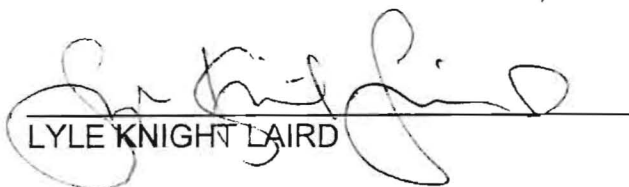
\_\_\_\_\_  
SHERIDAN L. SPERRY

\_\_\_\_\_  
STEPHEN K. LAIRD

\_\_\_\_\_  
KATHLEEN L. CALDWELL

SARAH L. MERNISSI TRUST

By \_\_\_\_\_  
DONALD BURGESS LAIRD , Trustee

  
\_\_\_\_\_  
LYLE KNIGHT LAIRD

\_\_\_\_\_  
DONALD BURGESS LAIRD

\_\_\_\_\_  
GARY ROBERTS

ASPHALT PRODUCERS, LLC

By \_\_\_\_\_

RAZOR ROCK MATERIALS COMPANY

By \_\_\_\_\_

CITY OF JONESBORO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DONNA JACKSON - City Clerk

MARTHA LAIRD WALL TESTAMENTARY TRUST

By \_\_\_\_\_  
CHERYL W. TRIMARCHI, Trustee

\_\_\_\_\_  
JANET K. LAIRD

\_\_\_\_\_  
SHERIDAN L. SPERRY

\_\_\_\_\_  
STEPHEN K. LAIRD

\_\_\_\_\_  
KATHLEEN L. CALDWELL

SARAH L. MERNISSI TRUST

By Donald Burgess Laird Trustee  
DONALD BURGESS LAIRD, Trustee

\_\_\_\_\_  
LYLE KNIGHT LAIRD

Donald Burgess Laird  
DONALD BURGESS LAIRD

\_\_\_\_\_  
GARY ROBERTS

ASPHALT PRODUCERS, LLC

By \_\_\_\_\_

RAZOR ROCK MATERIALS COMPANY

By \_\_\_\_\_

CITY OF JONESBORO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DONNA JACKSON - City Clerk

MARTHA LAIRD WALL TESTAMENTARY TRUST

By \_\_\_\_\_  
CHERYL W. TRIMARCHI, Trustee

\_\_\_\_\_  
JANET K. LAIRD

\_\_\_\_\_  
*Sheridan L. Sperry*  
SHERIDAN L. SPERRY

\_\_\_\_\_  
STEPHEN K. LAIRD

\_\_\_\_\_  
KATHLEEN L. CALDWELL

SARAH L. MERNISSI TRUST

By \_\_\_\_\_  
DONALD BURGESS LAIRD , Trustee

\_\_\_\_\_  
LYLE KNIGHT LAIRD

\_\_\_\_\_  
DONALD BURGESS LAIRD

\_\_\_\_\_  
GARY ROBERTS

ASPHALT PRODUCERS, LLC

By \_\_\_\_\_

RAZOR ROCK MATERIALS COMPANY

By \_\_\_\_\_

CITY OF JONESBORO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DONNA JACKSON - City Clerk

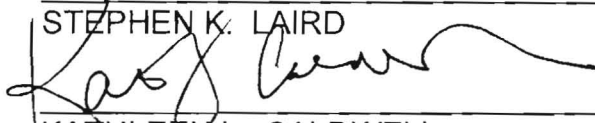
MARTHA LAIRD WALL TESTAMENTARY TRUST

By \_\_\_\_\_  
CHERYL W. TRIMARCHI, Trustee

\_\_\_\_\_  
JANET K. LAIRD

\_\_\_\_\_  
SHERIDAN L. SPERRY

\_\_\_\_\_  
STEPHEN K. LAIRD

  
\_\_\_\_\_  
KATHLEEN L. CALDWELL

SARAH L. MERNISSI TRUST

By \_\_\_\_\_  
DONALD BURGESS LAIRD , Trustee

\_\_\_\_\_  
LYLE KNIGHT LAIRD

\_\_\_\_\_  
DONALD BURGESS LAIRD

\_\_\_\_\_  
GARY ROBERTS

ASPHALT PRODUCERS, LLC

By \_\_\_\_\_

RAZOR ROCK MATERIALS COMPANY

By \_\_\_\_\_

CITY OF JONESBORO

By \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DONNA JACKSON - City Clerk



