

1045

AGREEMENT

This agreement is entered into on this date by and between **First Baptist Church of Jonesboro Arkansas, a Non-Profit Corporation** 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 701 South Main Street Jonesboro, Arkansas, Parcel Number 23.

Certified Copy
DATE 6/17/02
DONNA K. JACKSON
CITY CLERK

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

The party of the second part has agreed to the following requests made by the party of the first part.
5. City will not require church's existing Williams Ministries Building sign to be relocated or altered, and agrees to protect it from damage during construction. MM Rec

1. MATA will have permanent corners established on the south property line of Parcel Number 23. The back of the new curb will be on the new property line.
2. To be paid for 953 square feet at \$13.85 per square foot for a total of \$13,199.05.
3. Signal system redesign will eliminate the signal pole and equipment on the northwest corner of Matthews and Union.
4. MATA will pay for re-connection to transformer and is to be replaced on north side of planter as close as possible according to CM construction.

The above said agreed amount to be paid shall be free and clear of any and all emcumbrance with the exception of First American.

This agreement is executed on this the 11th day of June, 2002

Roy Cooper
Roy Cooper, Director

Morris Mays
Morris Mays, Director

CITY OF JONESBORO, MATA DEPT.

BY: [Signature]
DIRECTOR - MATA

[Signature]
OFFICIAL SEAL
J. HARRY HARDWICK
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES 02-14-2010

DEED BOOK 628 PAGE 621
AGREEMENT

This agreement is entered into on this date by and between **First Baptist Church of Jonesboro, Arkansas, a Non-Profit Corporation** hereinafter referred to as "party of the first part" and the **City of Jonesboro** hereinafter referred to as "party of the second part."

WITNESSETH:

The party of the first part is the owner of certain property at 701 South Main Street, Jonesboro, Arkansas, Parcel Number 23.

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

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

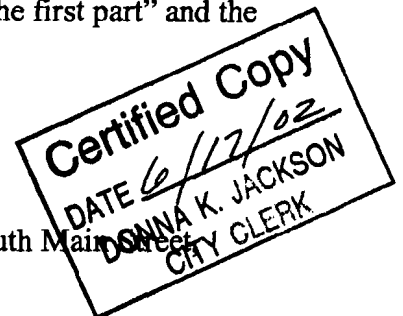
1. After installation of new curb & gutter by MATA contractor on the North side of Matthews extend the existing planter with a new curb & gutter. Extend new 3 foot wide planter to terminate on east end at the brick wall of the church's Ministries Building sign. Repair brick wall at the planter.
2. Fill new planter with topsoil.
3. Move existing plants and trees to new planter.
4. Relocate one light pole, pole foundation and electrical connections to new planter.
5. Restripe parking area adjacent to the new planters.

The above said agreed amount to be paid shall be free and clear of any and all emcunbrance with the exception of First Amersion.

This agreement is executed on this the 11th day of June, 2002

Roy Cooper
Roy Cooper, Director

Morris Mays
Morris Mays, Director



3 of 5

RIGHT-OF-WAY

Whereas, **FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation** 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, **FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation**, and city have agreed upon a right-of-way for construction and maintenance of a street across the land of **FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation**, in favor of city and in favor of the land of the city;

Now, Therefore, be it agreed between **FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation**, and city on this 31st day of MAY, 2002.

1. **FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation**, 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 **FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation**, in City of Jonesboro, Craighead County, Arkansas, more particularly described as follows:

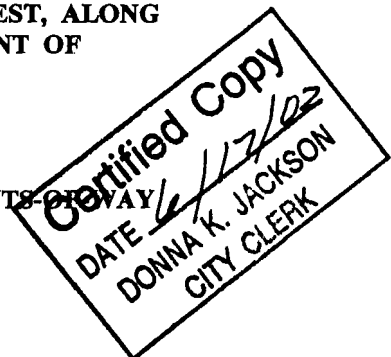
PART OF THE SOUTHEAST QUARTER (S.E. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT RIGHT-OF-WAY

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, ACCORDING TO THE PLAT OF HOMER PARR ADDITION TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN DEED RECORD BOOK 40, AT PAGE 155, IN AND FOR THE PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS: THENCE NORTH 89°19'13" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 214.66 FEET TO A POINT: THENCE NORTH 00°35'13" EAST, DEPARTING FROM THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1.17 FEET TO A POINT: THENCE SOUTH 89°24'47" EAST, A DISTANCE OF 15.00 FEET TO A POINT: THENCE NORTH 88°44'46" EAST, A DISTANCE OF 140.07 FEET TO A POINT: THENCE SOUTH 89°24'47" EAST, A DISTANCE OF 47.20 FEET TO A POINT: THENCE NORTH 00°35'13" EAST, A DISTANCE OF 5.00 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET, AND WHOSE RADIUS POINT BEARS NORTH 00°35'13" EAST: THENCE EASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°47'29", A DISTANCE OF 13.54 FEET TO THE END OF SAID CURVE, SAID POINT LYING ON THE EAST LINE OF SAID LOT 1: THENCE SOUTH 00°50'42" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 15.43 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 953 SQ.FT. OR 0.022 ACRES, MORE OR LESS.

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



2. **FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation**, warrants the right-of-way against anyone claiming it or in any manner preventing free and unobstructed use of it by city.

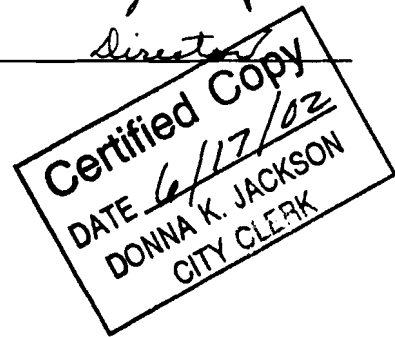
3. City, in consideration of the grant of right-of-way aforesaid, agrees to construct, maintain and improve the property through the use as is set forth herein.

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 **FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation**.

FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation

By: Moni Mayes Bye

TITLE: Director Director



STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared **FIRST BAPTIST CHURCH OF JONESBORO, ARKANSAS, A Non-profit Corporation**, By: _____, Title: _____ 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 purposes therein stated and set forth.

WITNESS my hand and seal this 31 day of MAY, 2002.

Betty Will
NOTARY PUBLIC