

AGREEMENT

This agreement is entered into on this date by and between **Trustees of the Pension Trust of Hytrol Conveyor Co., Inc.** 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:

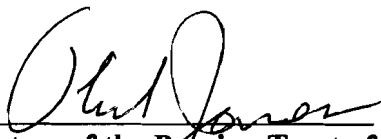
The party of the first part is the owner of certain property at 2304 East Nettleton, Jonesboro, Arkansas, Parcel Number 7.

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

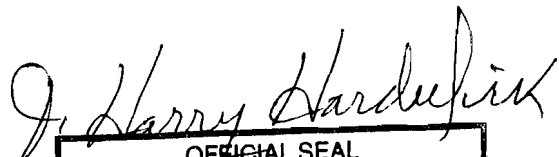
The party of the second part has agreed to the following requests made by the party of the first part.

1. Replace and or relocate chain link fence beyond permanent Right-of-Way.

This agreement is executed on this the 20 day of July, 2000.




Trustee of the Pension Trust of Hytrol Conveyor Co., Inc.




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

CITY OF JONESBORO, MATA DEPT.

BY: 

DIRECTOR - MATA

FILED
 DATE 10/3/01
 DONNA K. JACKSON
 CITY CLERK

MISC BOOK 43 PAGE 603
 DATE 10/12/2001
 TIME 04:48:46 PM
 RECORDED IN
 OFFICIAL RECORDS OF
 CRAIGHEAD COUNTY
 ANN HUDSON
 CIRCUIT CLERK

 _____, D.C.
 RECEIPT# 72471

**RIGHT OF WAY AND TEMPORARY
CONSTRUCTION EASEMENT**

Whereas, Trustees of the Pension Trust of Hytrol Conveyor Company, Inc. (the "Owner"), is the owner of certain real property in Craighead County, Arkansas described below and the City of Jonesboro, a municipal corporation of the State of Arkansas (the "City"), is the owner of adjoining real property;

Whereas, the Owner and City have agreed upon a right-of-way in favor of the city and in favor of the real estate of City for construction and maintenance of a street across the real property of Owner;

NOW, THEREFORE, be it agreed between Owner and City this 20 day of July, 2000.

1. In consideration of \$ 1783⁰⁰ and the agreements hereinafter made by City, Owner grants to City a right-of-way for construction and maintenance of a street over the following described real property of Owner in the City of Jonesboro, Craighead County, Arkansas, more particularly described as follows (the "Right of Way"):

Permanent Right-of-Way

Commencing at the Southwest Corner of the Northwest Quarter of Section 21-T14N-R4E as shown on the Record Plat as recorded in Book A Page 39 of the Official Records of Craighead County, Arkansas; thence N 89°18'00" E, 308.41 feet to a point; thence N 00°42'00" W, 52.44 feet to the point of beginning proper; thence S 89°28'47" W, 77.60 feet to a point; thence N 00°31'13" W, 4.84 feet to a point; thence S 86°57'12" E, 77.75 feet to the point of beginning proper and containing 0.004 acres (187 square feet).

2. For a period of twenty-four (24) months from the date hereof (the "Easement Period") Owner grants City a temporary construction easement over the following described real property of Owner for use in connection with the construction and maintenance of a street (the "Easement").

Temporary Construction Easement

Commencing at the Southwest Corner of the Northwest Quarter of Section 20-T14N-R4E as shown on the Record Plat as recorded in Book A, Page 39 of the Official Records at Craighead County, Arkansas, thence N 89°18'00" E, 308.41 feet to a point; thence N 00°42'00" W, 52.44 feet to the point of beginning proper; thence N 86°57'12" W, 77.75 feet to a point; thence N 00°31'13" W, 10.02 feet to a point; thence S 86°57'12" E, 99.50 feet to a point; thence N 03°02'48" E, 5.00 feet to a point; thence S 86°57'12" E, 61.09 feet to a point; thence S 03°02'48" W, 9.87 feet to a point; thence S 89°28'47" W, 82.38 feet to the point of beginning proper and containing 0.038 acres (1697 square feet).

3. Owner warrants the right-of-way against anyone claiming it or in any manner preventing free and unobstructed use of it by City.

4. 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.

5. City, as a condition to the grant of the temporary easement herein, agrees to maintain the Easement in general good order and to restore the Easement to its present condition upon the expiration of the Easement Period.

6. 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.

Phil Jones

Phil Jones, Trustee of the Pension Trust of Hytrol Conveyor Company, Inc.

Gregg Goodner

Gregg Goodner, Trustee of the Pension Trust of Hytrol Conveyor Company, Inc.

Charlott Jones

Charlott Jones, Trustee of the Pension Trust of Hytrol Conveyor Company, Inc.

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared Phil Jones, Gregg Goodner and Charlott Jones, Trustees of the Pension Trust of Hytrol Conveyor Company, Inc. to me well known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 20th day of July, 2000.

Linda G. Parker
Notary Public

My Commission Expires:
8-12-06

LINDA G. PARKER
NOTARY PUBLIC-STATE OF ARKANSAS
CRAIGHEAD COUNTY
My Commission Expires August 12, 2006