

AGREEMENT

This agreement is entered into on this date by and between Alice J. Farrell 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 223 West Nettleton Avenue, Jonesboro, Arkansas, Parcel Number 12.

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

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

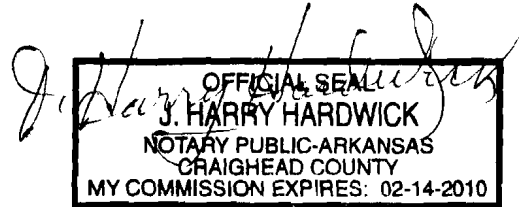
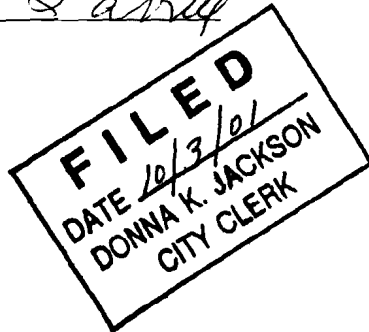
This agreement is to replace the agreement dated 9-25-00. Reason for change is sales agreement attached. The two year agreement with Sandy Bone Estate has expired.

1. Alice J. Farrell to be paid the sum of \$1408.00 previously issued to Sandy Bone Estate.

The above said agreed amount to be paid shall be free and clear of any and all encumbrance with the exception of None.

This agreement is executed on this the 30th day of October, 2000

Alice J. Farrell
Alice J. Farrell



CITY OF JONESBORO, MATA DEPT.

BY: [Signature]
DIRECTOR - MATA

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WITNESSETH:

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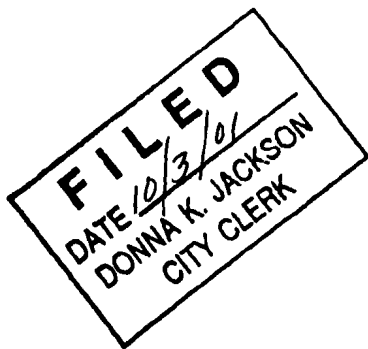
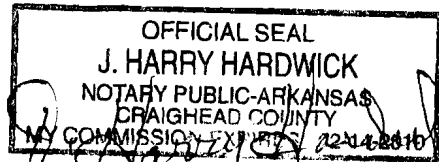
The party of the second part is in the process of improving West Nettleton Avenue.

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

1. To be paid the sum of \$ 1,408.00 to Sandy Bone Estate care of Charles Frierson, Attorney.
2. To be paid the sum of \$ 2,000.00 for Trees and Shrubs to Alice J. Farrell
3. To be paid the total sum of \$ 3,408.00
4. All concrete to be removed and driveway replaced

This agreement is executed on this the 25th day of September, 2000

Alice J. Farrell
Alice J. Farrell



CITY OF JONESBORO, MATA DEPT.
BY: [Signature]
DIRECTOR - MATA

MISC BOOK 43 PAGE 543 - 545
DATE 10/12/2001
TIME 03:36:42 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Deborah Weaver, D.C.
RECEIPT# 72456

Right-of-Way

Whereas, Alice J. Farrell, 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, Alice J. Farrell, and city have agreed upon a right-of-way for construction and maintenance of a street across the land of Alice J. Farrell, in favor of city and in favor of the land of city.

Now, Therefore, be it agreed between Alice J. Farrell, and city on 25th day of September ~~1999~~ 2000

1. Alice J. Farrell, 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 Alice J. Farrell, in City of Jonesboro, Craighead County, Arkansas, or particularly described as follows:

DESCRIPTION OF PERMANENT RIGHT-OF-WAY

PART OF LOT 1 IN BLOCK "C" OF CULBERHOUSE'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, AS RECORDED IN DEED BOOK #11, PAGE #437 IN THE OFFICE OF THE CIRCUIT COURT CLERK AND EX-OFFICIO RECORDER, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK "C" OF CULBERHOUSE'S FIRST ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, THENCE NORTH 89°57'15" WEST ALONG THE NORTH LINE OF LOT, 1 AFORESAID, 100.00 FEET TO THE POINT OF BEGINNING PROPER; THENCE SOUTH 0°02'46" WEST 11.09 FEET; THENCE SOUTH 89°46'15" WEST 78.00 FEET; THENCE NORTH 0°02'46" EAST 11.46 FEET TO THE NORTH LINE OF LOT 1, AFORESAID; THENCE SOUTH 89°57'15" EAST ALONG SAID NORTH LINE, 78.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.020 ACRES, (879.570 SQUARE FEET).

2. Alice J. Farrell, 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 Alice J. Farrell.

Alice J. Farrell

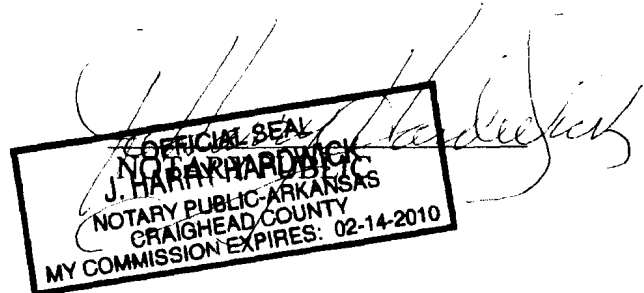
Alice J. Farrell

STATE OF ARKANSAS
COUNTY OF *Craighead*

ACKNOWLEDGEMENT

On this day before me, the undersigned officer, personally appeared Alice J. Farrell, to me well known to be the person whose name is subscribed to the foregoing instrument and acknowledged that she had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this *25th* day of *September*, ~~1999~~ *2000*
JWK



DEED BOOK 597 PAGE 234 - 235
DATE 10/09/2000
TIME 09:02:44 AM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Shanna Vibens D.C.
RECEIPT# 53053