

This instrument prepared by:

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P.O. Box 1346  
Jonesboro, Arkansas 72403

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. "If none shown, exempt or no consideration paid."

Grantor: B&G Land Co.  
Grantee: City of Jonesboro, AR

**DONATION DEED**  
**WITH COVENANTS AND RESTRICTIONS**

KNOW ALL BY THESE PRESENTS:

THAT B&G Land Co., an Arkansas corporation, ("GRANTOR"), as a gift and in consideration of the mutual covenants contained in this indenture, conveys and quitclaims to CITY OF JONESBORO, ARKANSAS, a municipal corporation and city of the first class ("GRANTEE"), and its successors and assigns forever, the following described real property located in the County of Craighead, State of Arkansas, to wit:

A PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 14 NORTH, RANGE 3 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 21 AFORESAID; THENCE NORTH 88°58'40" EAST, ALONG THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 400.22 FEET TO A POINT; THENCE NORTH 00°50'50" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 1,325.14 FEET TO A POINT LYING ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH 89°01'37" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 883.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°01'37" EAST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 540.99 FEET TO A POINT; THENCE SOUTH 00°58'36" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 900.97 FEET TO A POINT; THENCE NORTH 89°01'24" EAST, A DISTANCE OF 689.57 FEET TO A POINT; THENCE

SOUTH 46°38'12" EAST, A DISTANCE OF 23.63 FEET TO A POINT; THENCE NORTH 88°21'48" EAST, A DISTANCE OF 41.95 FEET TO A POINT LYING IN THE CENTERLINE OF STRAWFLOOR DRIVE, SAID POINT ALSO LYING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 410.00 FEET, A CENTRAL ANGLE OF 29°57'28", A CHORD BEARING OF SOUTH 01°44'20" EAST AND A CHORD DISTANCE OF 211.94 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID CENTERLINE, A DISTANCE OF 214.37 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 14°33'00" EAST, CONTINUING ALONG SAID CENTERLINE, A DISTANCE OF 199.22 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID SECTION 21; THENCE SOUTH 88°58'40" WEST, DEPARTING SAID CENTERLINE AND ALONG SAID SOUTH LINE, A DISTANCE OF 1,257.48 FEET TO A POINT LYING IN AN EXISTING FENCE LINE; THENCE NORTH 16°42'02" WEST, DEPARTING SAID SOUTH LINE AND ALONG SAID FENCE LINE, A DISTANCE OF 399.25 FEET TO A POINT; THENCE NORTH 00°39'02" EAST, DEPARTING SAID FENCE LINE, A DISTANCE OF 939.69 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,036,341 SQ. FT. OR 23.79 ACRES, MORE OR LESS.

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

To have and to hold unto the GRANTEE, and its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to the provisions set forth herein.

Use of the above-described property is subject to the covenants and restrictions set forth on Exhibit A attached hereto and incorporated by reference, which shall run with the land and be binding on successors and assigns.

Should the GRANTEE violate one or more of the conditions on Exhibit A attached hereto, all of the right, title, and interest to the above-described property shall be donated by GRANTEE to a non-profit entity willing and able to accept the property that will faithfully carry out GRANTOR'S intent in complying with and being bound by the covenants and restrictions set forth on Exhibit A.

WITNESS my hand on this \_\_\_ day of \_\_\_\_\_, 2022.

GRANTOR:

B&G Land Co., an Arkansas corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me,

\_\_\_\_\_, a Notary Public, or before any officer within this State or Without the State now qualified under existing law to take acknowledgments, duly commissioned, qualified and acting, within and for the said State and County, appeared in person the within named John Sloan, to me personally well-known or satisfactorily proven to be such person, who stated that he was the General Manager of B&G Land Co., an Arkansas Corporation, and that he is duly authorized to execute, sign, and deliver said foregoing instrument, and has hereby executed, signed, and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY whereof, I have hereunto set my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

(Seal)

**EXHIBIT A**  
**Covenants and Restrictions**

The following covenants and restrictions shall run with the land, and Grantee, its successors, and assigns shall be bound by the following Covenants and Restrictions, which Grantee acknowledges and expressly agrees, by acceptance of this Deed, to the following:

The following are Covenants and Restrictions at the request of Grantor:

- a. The property shall always be known and publicly identified as “Beatrice Park,” with Grantee to install and maintain entrance signage consistent with the design attached hereto as Schedule 1, describing and honoring the life of Beatrice Lynch Sloan.
- b. Grantee shall protect and preserve the natural landscape and beauty of the area and maintain it predominately as greenspace. It is expressly understood by Grantor and Grantee that maintaining “predominantly as greenspace” may include the building and maintenance of lakes/ponds, erosion control, pavilion(s), the offering of other non-motorized recreational activities that are consistent with the preservation of the landscape, control of noxious weeds such as multiflora rose, thorn trees, scrub growth etc., and otherwise following the recommendations of a professional arborist.
- c. Access to the property shall only be at designated access points located on public city streets.
- d. Grantee shall permit a sewer easement for access by contiguous landowners if/when it becomes available at the property.

The following are additional Covenants and Restrictions in the public interest:

- e. Grantee shall maintain a 25’ vegetative buffer around the exterior of the property if requested by the adjoining landowner.
- f. All parking lot lighting (if any) shall be restricted to a maximum height of fourteen (14) feet in parking lot and access roads. All lighting will be low scale and directed downward, recessed, or shielded so that the light source is not visible from residential development in the area or from a public viewpoint.
- g. Any overflow parking shall be designated to have a natural grass cover.
- h. Any exterior building materials shall be a natural color, built with wood, brick, or stone.
- i. All accents on buildings shall be a natural wood finish.
- j. No mass grading of the property.
- k. No radio, cellular, or transmission towers shall be allowed on the property.
- l. All utilities shall be underground facilities.
- m. Any plant material placed on the property will be indigenous species.
- n. All drainage shall be designated and built using low impact development methods.
- o. No outdoor speakers and amplified devices shall be allowed between sunset and sunrise.
- p. No recreational motorized off-road vehicle shall be permitted on the property, except for electric assist bicycles and ADA compliant assist vehicles.
- q. No temporary or permanent housing shall be constructed or placed on the property.
- r. The property shall not be used for fenced or contained housing of domestic, exotic, or wild animals.

**SCHEDULE 1**

**Sign Design**

See attached.