

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 22.

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.

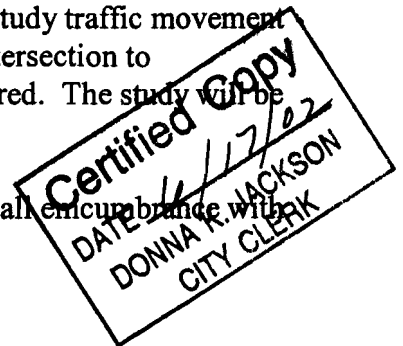
1. MATA will have permanent corners established on the south property line of Parcel Number 22. The back of the new sidewalk will be on the new property line.
2. To be paid for 1,152 square feet at \$13.85 per square foot for a total of \$15,955.20.
3. MATA has retained Ernie Peters, P.E., Traffic Engineer to study traffic movement and pedestrian safety along Union from Union/Matthews intersection to Jefferson/Union intersection and to north and south as required. The study will be completed prior to June 15, 2002.

The above said agreed amount to be paid shall be free and clear of any and all encumbrance 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: J. Harry Hardwick
DIRECTOR MATA
J. HARRY HARDWICK
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 02-14-2010

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 Union Street access to parking lot, Jonesboro, Arkansas, Parcel Number 22.

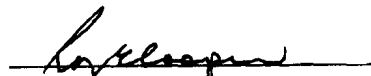
The party of the second part is in the process of improving Matthews Avenue.

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

1. On Parcel No. 22 at access to the parking lot from Union increase the existing driveway approximately 10 feet to the south and maintain handicap access.
2. Restripe parking lot and reset wheel bumpers as required by City Engineer and approved by First Baptist Church.
3. Mayor Hubert Brodell agrees to look at the following areas;
 - a. Traffic movement and pedestrian safety study by Ernie Peters, P.E.
 - b. Drainage on Union between Matthews and Jefferson Avenues.
 - c. "Jonesboro Main Street Enhancements" project water flooding.

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

This agreement is executed on this the 14th day of June, 2002


Roy Cooper, Director


Morris Mays, Director



RIGHT-OF-WAY

Whereas, **FIRST BAPTIST CHURCH OF JONESBORO** 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**, 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**, in favor of city and in favor of the land of the city;

Now, Therefore, be it agreed between **FIRST BAPTIST CHURCH OF JONESBORO**, and city on this 31st day of MAY, 2002

1. **FIRST BAPTIST CHURCH OF JONESBORO**, 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**, in City of Jonesboro, Craighead County, Arkansas, more particularly described as follows:

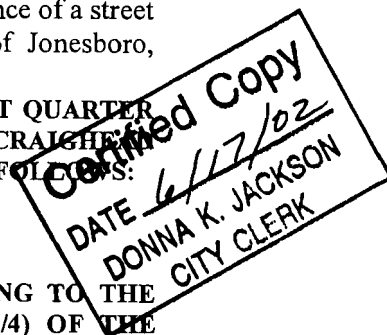
PART OF THE SOUTHEAST QUARTER (S.E. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT RIGHT-OF-WAY

BEGINNING AT THE SOUTHEAST CORNER OF LOT 15, ACCORDING TO THE PLAT OF COBB SURVEY 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, AS RECORDED IN PLAT BOOK 48, AT PAGE 11, IN AND FOR THE PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS: THENCE SOUTH 89°39'52" WEST, ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 189.26 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 15: THENCE NORTH 00°50'42" EAST, ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 28.95 FEET TO A POINT: THENCE SOUTH 89°06'52" EAST, DEPARTING FROM THE WEST LINE OF SAID LOT 15, A DISTANCE OF 0.50 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 89°06'52" EAST: THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°37'16", A DISTANCE OF 13.48 FEET TO A POINT: THENCE NORTH 46°31'31" EAST, A DISTANCE OF 3.40 FEET TO A POINT: THENCE SOUTH 43°28'29" EAST, A DISTANCE OF 4.00 FEET TO A POINT: THENCE SOUTH 46°31'31" WEST, A DISTANCE OF 3.40 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 40°47'10" EAST: THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°37'16", A DISTANCE OF 13.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 87°50'06" EAST, A DISTANCE OF 153.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET: THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°28'19", A DISTANCE OF 14.13 FEET TO THE END OF SAID CURVE: THENCE NORTH 44°02'46" WEST, A DISTANCE OF 3.40 FEET TO A POINT: THENCE NORTH 45°57'14" EAST, A DISTANCE OF 4.00 FEET TO A POINT: THENCE SOUTH 44°02'46" EAST, A DISTANCE OF 3.20 FEET TO A POINT, SAID POINT LYING ON THE EAST LINE OF SAID LOT 15: THENCE SOUTH 00°56'32" WEST, ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 8.96 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 1,152 SQ.FT. OR 0.026 ACRES, MORE OR LESS.

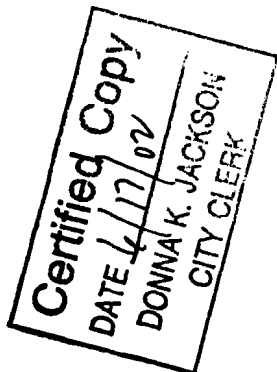
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.



2. **FIRST BAPTIST CHURCH OF JONESBORO**, 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**.



FIRST BAPTIST CHURCH OF JONESBORO

By: Thom Mays [Signature]

TITLE: Quetta Director

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared **FIRST BAPTIST CHURCH OF JONESBORO**, 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, 2001.

[Signature]
NOTARY PUBLIC