

AGREEMENT

This agreement is entered into on this date by and between J. Peter Sartain, as Bishop of the Catholic Diocese of Little Rock, 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 614 South Church Street, Jonesboro, Arkansas, Parcel Number 42.

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

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 \$13,720 for 980 square feet of property.
- #2. In addition to the land being taken, a chain link fence will be moved at cost to the city; it is to be installed on city right of way directly behind the sidewalk. At least four large plants will be replanted by the city. It also appears that two trees will be destroyed at a value of \$500.00 each or \$1,000.

Total compensation to include the trees \$13,720 + \$1,000 or \$14,720.

The above said agreed amount to be paid shall be free and clear of any and all encumbrance with the exception of _____.

This agreement is executed on this the 7 day of JANUARY, 2005.

+ Peter Sartain

 J. Peter Sartain as Bishop of the Roman Catholic
 Diocese of Little Rock, a corporation sole

DEED BOOK 689 PAGE 318
 DATE 01/20/2005
 TIME 03:01:21 PM
 RECORDED IN
 OFFICIAL RECORDS OF
 CRAIGHEAD COUNTY
 ANN HUDSON
 CIRCUIT CLERK
 _____, D.C.
 RECEIPT# 130828

RIGHT-OF-WAY

Whereas, **J. Peter Sartain, as Bishop of the Catholic Diocese of Little Rock** 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, **J. Peter Sartain, as Bishop of the Catholic Diocese of Little Rock**, and city have agreed upon a right-of-way for construction and maintenance of a street across the land of **J. Peter Sartain, as Bishop of the Catholic Diocese of Little Rock**, in favor of city and in favor of the land of the city;

Now, Therefore, be it agreed between **J. Peter Sartain, as Bishop of the Catholic Diocese of Little Rock**, and city on this 7th day of January, 2004.

1. **J. Peter Sartain, as Bishop of the Catholic Diocese of Little Rock**, 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 **J. Peter Sartain, as Bishop of the Catholic Diocese of Little Rock**, in City of Jonesboro, Craighead County, Arkansas, more particularly described as follows:

PART OF THE SOUTHEAST QUARTER 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 NORTHWEST CORNER OF LOT 1, ACCORDING TO THE PLAT OF MRS. LUCY RUFFIN'S ADDITION TO THE TOWN OF JONESBORO, ARKANSAS, AS RECORDED IN DEED RECORD 8, AT PAGE 93, IN AND FOR THE PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS: THENCE SOUTH 00°42'31" WEST, ALONG THE WEST LINE OF SAID LOT 1, 2.43 FEET; THENCE SOUTH 89°46'06" EAST, DEPARTING FROM THE WEST LINE OF SAID LOT 1, 10.81 FEET; THENCE NORTH 00°17'53" EAST, 2.53 FEET TO A POINT LYING ON THE NORTH LINE OF SAID LOT 1; THENCE NORTH 02°20'47" WEST, 130.08 FEET; THENCE NORTH 89°17'29" WEST, 3.86 FEET; TO A POINT LYING ON THE WEST LINE OF LOT 39 ACCORDING TO THE PLAT OF COBB'S SURVEY OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, JONESBORO, ARKANSAS; THENCE SOUTH 00°42'31" WEST, ALONG THE WEST LINE OF LOT 39 OF COBB'S SURVEY AFORESAID AND THE WEST LINE OF LOT 2, SAID PLAT OF MRS. LUCY RUFFIN'S ADDITION, 130.09 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 980 SQ.FT. OR 0.02 ACRES, MORE OR LESS.

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

2. Grantor hereby covenants with Grantee that it is the owner in fee simple of the lands the subject of this right of way and will defend the Grantee's right of way to said lands against all claims done or suffered by, through or under Grantor, but against none other.

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 **J. Peter Sartain, as Bishop of the Catholic Diocese of Little Rock.**

+ J. Peter Sartain

**J. Peter Sartain,
as Bishop of the Catholic Diocese of Little Rock**

By: J. Peter Sartain as Bishop of the Roman Catholic
Diocese of Little Rock, a corporation sole

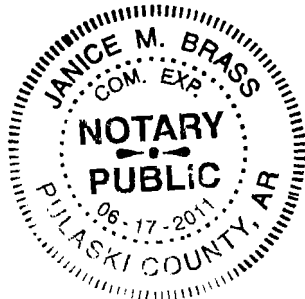
Title: _____

STATE OF ARKANSAS
COUNTY OF Pulaski

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared **J. Peter Sartain, as Bishop of the Catholic Diocese of Little Rock,** by: Janice Brass, Title: Notary Public 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 7th day of January, 2005.



Janice Brass
NOTARY PUBLIC