

AGREEMENT

1024

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DEED BOOK 668 PAGE 40

This agreement is entered into on this date by and between **Debbie Hannah** 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 4505 South Caraway Road, Jonesboro, Arkansas, Parcel Number F.

The party of the second part is in the process of improving South Caraway Road.

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 \$5,206.00 for tree damage, R.O.W., and temporary construction easement
2. All fence, trees, and debris to be removed from R.O.W.
3. Remove old fence post and gate - "store these items on south side of property"
4. Remove and relocate driveway "this to be marked by property owner"
5. Install 4 strain barbed wire fence with metal gate and metal post on R.O.W. line
6. Landscape and seed all area disturbed by street construction

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 30 day of January, 2004

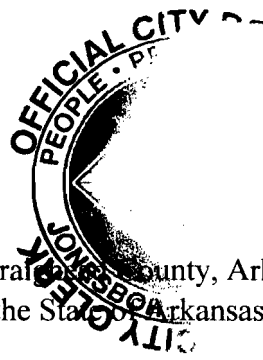
Debbie Hannah

CITY OF JONESBORO, MATA DEPT.

BY: [Signature]
DIRECTOR CITY DOCUMENTS
PRIDE • PRO

224

4505 S Caraway Rd
Jonesboro, AR 72404
Parcel #F



Whereas, Debbie Hannah, are the owners 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, Debbie Hannah, and city have agreed upon a right of way and a drainage easement for construction and maintenance of a street across the land of Debbie Hannah, in favor of city and in favor of the land of city.

Now, therefore, be it agreed between Debbie Hannah, and city on 30 day of January, 2004.

Debbie Hannah, in consideration of the agreement hereinafter made by city, grants to city a right of way and a drainage easement for construction and maintenance of a street over the land of Debbie Hannah, in City of Jonesboro, Craighead County, Arkansas, or particularly described as follows:

RIGHT-OF-WAY ACQUISITION

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 13 NORTH, RANGE 4 EAST; MORE PARTICULARLY DESCRIBED AS FOLLOWS;

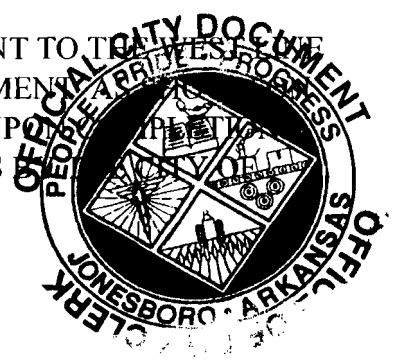
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE N00°01'E 960.63 FEET ALONG SECTION LINE TO A POINT; THENCE N89°58'W 29.79 FEET TO THE POINT OF BEGINNING PROPER; THENCE N89°51'W 1.45 FEET TO A POINT; THENCE N00°11'W 135.90 FEET TO A POINT; THENCE N00°06'W 69.05 FEET TO A POINT; THENCE N89°46'E 2.24 FEET TO A POINT; THENCE S00°02'W 205.00 FEET TO THE POINT OF BEGINNING; CONTAINING (378 SQ. FT.) 0.008 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY PUBLIC OR PRIVATE EASEMENT OF RECORD THEREON.

5.0 FOOT PERMANENT DRAINAGE EASEMENT

A 5.0 FOOT WIDE STRIP OF LAND PARALLEL AND ADJACENT TO THE WEST LINE OF THE DESCRIBED RIGHT OF WAY ACQUISITION AS SHOWN ON PLAT OF SURVEY OF ATTACHMENT.

5.0 FOOT TEMPORARY CONSTRUCTION EASEMENT

A 5.0 FOOT WIDE STRIP OF LAND PARALLEL AND ADJACENT TO THE WEST LINE OF THE DESCRIBED 5.0 FOOT PERMANENT DRAINAGE EASEMENT AS SHOWN ON PLAT OF SURVEY OF ATTACHMENT. TO BE RELINQUISHED UPON COMPLETION AND ACCEPTANCE OF THE CONSTRUCTION IMPROVEMENTS IN THE CITY OF JONESBORO, ARKANSAS.





2. Debbie Hannah, warrants a right of way and a drainage easement against anyone claiming it or in any manner preventing free and unobstructing use of it by city.

3. City, in consideration of the grant of a right of way and a drainage easement 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 Debbie Hannah.

Debbie Hannah
Debbie Hannah

STATE OF ARKANSAS
COUNTY OF Craighead

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared Debbie Hannah, 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 30th day of January, 2004.

J. Harry Hardwick
NOTARY PUBLIC

