

DEED BOOK 689 PAGE 252
DATE 01/19/2005
TIME 03:49:34 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY

AGREEMENT ANN HUDSON
CIRCUIT CLERK
M. J. Hudson, D.C.
RECEIVED 10/20/04

This agreement is entered into on this date by and between Joe Ed Brooks 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 a certain property at 120 East Matthews Avenue, Jonesboro, Arkansas Parcel Number 20.

The party of the second part is in the process of improving East Matthews 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 \$304.70.
- #2. Remove old retaining wall and sidewalk.
- #3. Replace retaining wall and new sidewalk.

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 27th day of October, 2004.

Joe Ed Brooks

CITY OF JONESBORO, MATA DEPT.

BY: Scott Hip
DIRECTOR, MATA

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 27th DAY OF October, 2004.

SEAL

J. Harry Hardwick
NOTARY PUBLIC



2014

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RIGHT-OF-WAY

Whereas, **Joe Ed Brooks** is 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, **Joe Ed Brooks**, and city have agreed upon a right-of-way for construction and maintenance of a street across the land of **Joe Ed Brooks**, in favor of city and in favor of the land of the city;

Now, Therefore, be it agreed between **Joe Ed Brooks**, and city on this 27th day of OCTOBER, 2004.

1. **Joe Ed Brooks**, 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 **Joe Ed Brooks**, 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 12, BLOCK "I", ACCORDING TO THE PLAT OF CARSON'S ADDITION TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN DEED RECORD 2, AT PAGE 455, IN AND FOR THE PUBLIC RECORDS OF CRAIGHEAD COUNTY, AT JONESBORO, ARKANSAS: THENCE SOUTH 89°43'43" WEST, ALONG THE SOUTH LINE OF SAID LOT 12, A DISTANCE OF 21.30 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 00°16'17" WEST: THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°58'34", A DISTANCE OF 13.61 FEET TO A POINT: THENCE NORTH 44°59'12" WEST, A DISTANCE OF 3.40 FEET TO A POINT: THENCE NORTH 45°00'48" EAST, A DISTANCE OF 4.00 FEET TO A POINT: THENCE NORTH 22°18'14" EAST, A DISTANCE OF 5.00 FEET TO A POINT: THENCE SOUTH 69°23'50" EAST, A DISTANCE OF 4.00 FEET TO A POINT LYING ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 20.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 69°23'50" WEST: THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°18'17", A DISTANCE OF 7.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 00°17'53" EAST, A DISTANCE OF 8.83 FEET TO A POINT: THENCE SOUTH 89°42'07" EAST, A DISTANCE OF 1.52 FEET TO A POINT LYING ON THE EAST LINE OF SAID LOT 12: THENCE SOUTH 00°21'05" WEST, ALONG THE EAST LINE OF SAID LOT 12, A DISTANCE OF 28.62 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 163 SQ.FT. OR 0.004 ACRES, MORE OR LESS.

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

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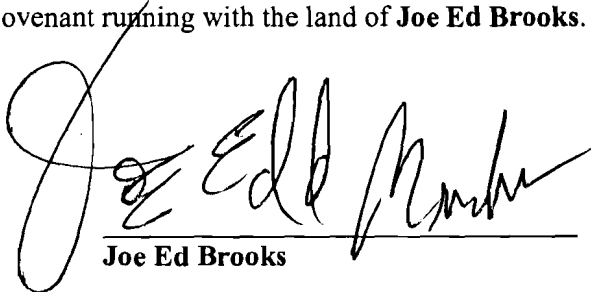
TEMPORARY EASEMENT:

THE EAST 20.00 FEET AND THE SOUTH 20.00 FEET OF LOT 12 BLOCK "I", CARSON'S ADDITION TO THE CITY OF JONESBORO, CRAIGHEAD COUNTY, ARKANSAS AS PER RIGHT-OF-WAY PLANS FOR MATTHEWS AVENUE AND CHURCH STREET.

2. **Joe Ed Brooks**, 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 **Joe Ed Brooks**.



Joe Ed Brooks

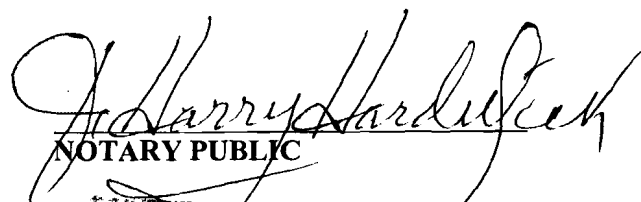
STATE OF ARKANSAS
COUNTY OF

Craighead

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared **Joe Ed Brooks**, 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 27th day of October, 2004.



NOTARY PUBLIC

