

AGREEMENT

This agreement is entered into on this date by and between Rhodes Properties, L.C., 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 1404 S. Caraway Road, Jonesboro, Arkansas.

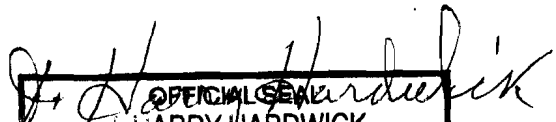
The party of the second part is in the process of improving the intersection of Caraway Road and East Nettleton Avenue.

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

1. During the Construction Improvement Period, the party of the second part agrees to maintain entrance to one or more of existing driveways on the above listed properties.
2. During the Construction Improvement Period, the Contractor responsible for improvements shall not use the property beyond right-of-way without permission of the party of the first part.


This agreement is executed on this the 8<sup>th</sup> day of May, 2000.

  
Rhodes Properties, L.C.

  
**OFFICIAL SEAL**  
HARRY HARDWICK  
NOTARY PUBLIC-ARKANSAS  
SRAIGHMAN COUNTY

**FILED**  
DATE 10/3/01  
DONNA K. JACKSON  
CITY CLERK

CITY OF JONESBORO, MATA DEPT.

BY:   
DIRECTOR - MATA

## Rhodes Properties, L.C.

## RIGHT OF WAY

Whereas, **Rhodes Properties, L.C.**, 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, **Rhodes Properties, L.C.** and city have agreed upon a right-of-way for construction and maintenance of a street across the land of **Rhodes Properties, L.C.**, in favor of city and in favor of the land of city;

Now, Therefore, be it agreed between **Rhodes Properties, L.C.**, and city on 8<sup>TH</sup> day of MAY, 2000.

1. **Rhodes Properties, L.C.**, 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 **Rhodes Properties, L.C.**, in City of Jonesboro, Craighead County, Arkansas, or particularly described as follows:

**Part of the northwest quarter of the southwest quarter of Section 21, T14N, R4E, and being part of the Tract of Land as described in the Deed of Record as recorded in Deed Book 554, Page 217 of the official records of Craighead County, Arkansas, and being more particularly described as follows:**

Permanent Right-Of-Way

**Commencing at the northeast corner of the northeast quarter of the southeast quarter of Section 20 - T14N-R4E as shown on the Record Plat as recorded in Book A Page 39 of the Official Records of Craighead County, Arkansas; thence S 00° 02' 39" E, 190.72 feet to a point; thence N 89° 57' 21" E, 40.81 feet to the point of beginning proper; thence S 01° 57' 53" W, 125.38 feet to a point in the south line of said tract of land; thence with said line S 89° 57' 21" W, 1.41 feet to a point in the existing east line of Caraway Road; thence with said line N 00° 02' 39" W, 125.31 feet to a point in the north line of said tract of land; thence with said line S 89° 56' 39" E, 5.81 feet to the point of beginning proper and containing 0.010 acres ( 452 sq. ft.).**


Temporary Construction Easement

**Commencing at the northeast corner of the northeast quarter of the southeast quarter of Section 20 - T14N - R4E as shown on the Record Plat as recorded in Book A Page 39 of the Official Records of Craighead County, Arkansas; thence S 00° 02' 39" E, 190.72 feet to a point; thence N 89° 57' 21" E, 40.81 feet to the point of beginning proper; thence S 89° 56' 39" E, 17.00 feet to a point; thence S 02° 52' 15" W, 125.43 feet to a point in the south line of said tract of land; thence with said line S 89° 57' 21" W, 15.02 feet to a point; thence N 01° 57' 53" E, 125.38 feet to the point of beginning proper and containing 0.046 acres (2,005 sq. ft.).**

2. **Rhodes Properties, L.C.**, 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 **Rhodes Properties, L.C.**

  
Rhodes Properties, L.C.

~~STATE OF ARKANSAS~~  
STATE OF <sup>MISSOURI</sup>  
COUNTY OF Cape Girardeau


**ACKNOWLEDGMENT**

On this day before me, the undersigned officer, personally appeared **Rhodes Properties, L.C.** to me well known to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 8<sup>th</sup> day of May, 2000.

  
NOTARY PUBLIC

DARLENE M. CATHEY  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Cape Girardeau County  
My Commission Expires: 11-3-2001

DEED BOOK 591 PAGE 715 - 716  
DATE 05/19/2000  
TIME 11:54:38 AM  
RECORDED IN  
OFFICIAL RECORDS OF  
CRAIGHEAD COUNTY  
ANN HUDSON  
CIRCUIT CLERK  
, D.C.  
RECEIPT# 45848