

MISC BOOK 43 PAGE 605
AGREEMENT

This agreement is entered into on this date by and between Larry H. Johnson and Marie W. Johnson 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 921 East Nettleton, Jonesboro, Arkansas, Parcel Number 114.

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

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

1. Party of the first part to be compensated \$2,842.00 for temporary easement and permanent right-of-way.
2. Party of the first part to be compensated \$1,500.00 for removal and reconstruction of flower bed (this work to be done or directed by party of the first part).
3. Party of the first part to be compensated \$1,250.00 for removal and reconstruction of sprinkler system (this work to be done or directed by party of the first part).

This agreement is executed on this the _____ day of ~~March~~ ^{June}, 2000.

Larry H. Johnson
Larry H. Johnson

Marie W. Johnson
Marie W. Johnson

OFFICIAL SEAL
J. HARRY HARDWICK
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 02-14-2010

J. Harry Hardwick

CITY OF JONESBORO, MATA DEPT.

BY: [Signature]
DIRECTOR - MATA

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

MISC BOOK 43 PAGE 605
DATE 10/12/2001
TIME 04:48:48 PM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK
Deborah Weaver, D.C.
RECEIPT# 72471

921 E Nettleton

114

RIGHT OF WAY

Whereas, **Larry H. Johnson and Marie W. Johnson**, 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, **Larry H. Johnson and Marie W. Johnson**, and city have agreed upon a right-of-way for construction and maintenance of a street across the land of **Larry H. Johnson and Marie W. Johnson**, in favor of city and in favor of the land of city;

Now, Therefore, be it agreed between **Larry H. Johnson and Marie W. Johnson**, and city on 9th day of June, ~~1999~~ 2000

1. **Larry H. Johnson and Marie W. Johnson**, 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 **Larry H. Johnson and Marie W. Johnson**, in City of Jonesboro, Craighead County, Arkansas, or particularly described as follows:

Part of the southeast quarter of Section 19, T14N, R4E, Craighead County, Arkansas, and being part of Lot 1 of Senter & Company's Addition to the City of Jonesboro, Arkansas, being more particularly described as follows:

Permanent Right-of-Way

Beginning at the northeast corner of Lot 1 of Senter & Company's Addition to the City of Jonesboro, Arkansas, the point of beginning proper; thence S 00° 40' 40" W, 4.52 feet to a point; thence S 89° 31' 42" W, 208.48 feet to a point; thence N 01° 00' 06" E, 4.74 feet to a point; thence N 89° 35' 19" E, 208.45 feet to the point of beginning and containing 0.0221 acres (964.0 sq. ft.).

Temporary Construction Easement

Commencing at the northeast corner of Lot 1 of Senter & Company's Addition to the City of Jonesboro, Arkansas; thence S 00° 40' 40" W, 4.52 feet to the point of beginning proper; thence S 00° 40' 40" W, 22.52 feet to a point; thence N 45° 51' 49" W, 21.02 feet to a point; thence S 89° 55' 06" W, 110.69 feet to a point; thence N 88° 36' 45" W, 52.25 feet to a point; thence S 20° 06' 47" W, 14.09 feet to a point; thence S 89° 31' 42" W, 21.74 feet to a point; thence N 32° 46' 53" W, 7.08 feet to a point; thence N 01° 00' 06" E, 12.51 feet to a point; thence N 89° 31' 42" E, 208.48 feet to the point of beginning and containing 0.0432 acres (1885.0 sq. ft.).

2. **Larry H. Johnson and Marie W. Johnson**, 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 **Larry H. Johnson and Marie W. Johnson**.

Larry H. Johnson Marie W. Johnson
Larry H. Johnson and Marie W. Johnson

STATE OF ARKANSAS
COUNTY OF *Craighead*

ACKNOWLEDGMENT

On this day before me, the undersigned officer, personally appeared **Larry H. Johnson and Marie W. Johnson**, 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 *9th* day of *June*, ~~19~~ *2000*

J. Harry Hardwick
NOTARY PUBLIC



DEED BOOK 593 PAGE 498 - 499
DATE 07/10/2000
TIME 10:30:25 AM
RECORDED IN,
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK

Shannon Vickers D.C.
RECEIPT# 48317