

QUITCLAIM DEED

The City of Jonesboro, Arkansas, a municipal corporation (“Grantor”), for and in consideration of the sum of five thousand and no/100 (\$5,000.00) plus closing costs and other good and valuable consideration paid by Masonic Lodge # 657 (“Grantee”), whose tax mailing address is located at P.O. Box 2317 Jonesboro, AR 72402, does grant a Quitclaim Deed to Grantee and his/her applicable heirs, beneficiaries, administrators, executors, successors, and assigns the following parcel of real property (“Property”), so long as Grantee abides by all provisions described in this Quitclaim Deed, but subject to:

- A. All previously recorded right(s), restriction(s), condition(s), covenant(s), reservation(s), easement(s), servitude(s), and other applicable matter(s) in the Property’s chain of title;
- B. Grantor’s reservation of easements rights for the benefit and necessity of any public utilities located in, on, over, under, or through the Property as of the execution of this Quitclaim Deed;
- C. Grantor’s reversionary rights;
- D. All applicable zoning and building laws and ordinances;
- E. All taxes and assessments not yet due and payable;
- F. All matters that would be disclosed by an accurate survey of the Property;
- G. Any license(s), permit(s), authorization(s), or similar item(s) related to any activity on the Property;

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- H. Grantor’s reservation and reassertion of all existing or previously recorded or platted easement(s), reservation(s), condition(s), restriction(s), right-of-way(s), highway(s), or other right(s) in the Property’s chain of title for Grantor’s benefit, unless otherwise specifically released by Grantor in a separate instrument of record in the Property’s chain of title;
- I. All provisions described in this Quitclaim Deed; and
- J. All provisions described in the Real Estate Contract for Offer and Acceptance, executed by Grantee on February 14, 2023 (“Agreement”), which is attached hereto as Exhibit A and fully incorporated as if stated herein.

LEGAL DESCRIPTION

Property is situated in the State of Arkansas, County of Craighead, City of Jonesboro, and further being described hereof:

Address: Parcel # 01-144271-03600 Nettleton Ave., Jonesboro, Arkansas 72404
Legal Description: Lot 1 of Kiech’s First Addition to the
City of Jonesboro (Formerly Town of Nettleton), Arkansas
Parcel Number: 01-144271-03600

TERMS & CONDITIONS

1. **COVENANTS RUNNING WITH THE LAND, SUCCESSORS, & ASSIGNS:**

Grantee, except to the extent released by Grantor, agrees all provisions described in this Quitclaim Deed are covenants forever:

- A. Burdening, benefiting, and running with the land of the Property; and
- B. Inuring and binding to the benefit and detriment of Grantor and Grantee and his/her/their/its respective, applicable heirs, beneficiaries, administrators, executors, successors, and assigns. Accordingly, Grantee and his/her/their/its

applicable heirs, beneficiaries, administrators, executors, successors, and assigns agree that either Grantee's use of the Property or recordation of the Quitclaim Deed are each deemed actions of Grantee's acceptance of all provisions described in this Quitclaim Deed.

2. REQUIREMENTS & RESTRICTIONS:

Grantee, in further consideration of Grantor granting the Property to Grantee, covenant to perform and abide by the following requirements and restrictions after this Quitclaim Deed's date of execution: **CONSOLIDATION:** Grantee must consolidate Parcel #01-144271-03600 with 5008 Nettleton Avenue within six (6) months of closing.

3. RESERVATIONS:

Grantor conveys the Property subject to any previously recorded or platted right(s), restriction(s), condition(s), covenant(s), reservation(s), easement(s), highway(s), right-of-way(s), and other applicable matter(s) in the Property's chain of title. Additionally, Grantor forever reserves and reasserts to itself:

- A. Any existing public right-of-way(s) and highway(s) on the Property;
- B. All previously recorded or platted easement(s), reservation(s), condition(s), restriction(s), right-of-way(s), highway(s), or other right(s) benefitting Grantor but predating Grantor's present ownership of the Property, unless otherwise specifically released by Grantor in a separate instrument of record in the Property's chain of title; and

- C. Easement rights for the benefit and necessity of all existing public utilities located in, on, over, under, or through the Property as of the execution date of this Quitclaim Deed.

4. **RIGHTS & REMEDIES:**

Grantor is entitled to the injunctive relief described in this section in addition to any other relief to which Grantor is entitled, including, but not limited to, specific performance of any provision of this Quitclaim Deed, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantor is entitled to recover damages from Grantee for the violation of any provision of this Quitclaim Deed. Grantor, in its sole discretion, but without limiting Grantee's respective liabilities or rights under this Quitclaim Deed, is permitted to apply any damages recovered to the costs of undertaking any corrective action under this Quitclaim Deed. Furthermore, Grantee is responsible for all costs incurred by Grantor in enforcing the provisions of this Quitclaim Deed against Grantee, including, but not limited to, costs and expenses of any lawsuit and attorney's fees. Grantor's remedies described herein are cumulative and are in addition to any present or future remedies existing at law or in equity.

5. **NON-WAIVER:**

Grantor or Grantee's failure or refusal to exercise any rights described in this Quitclaim Deed is not a waiver of any rights Grantor or Grantee possess to enforce the other party's obligations through any rights and remedies Grantor or Grantee has at law or in equity for the enforcement of the other party's obligations. Accordingly, no waiver of any kind is valid against Grantor or Grantee unless such waiver is:

- A. Reduced to writing;
- B. Executed and approved by Grantor or Grantee's authorized representatives and authority; and
- C. Recorded in the Property's chain of title.

6. **SEVERABILITY:**

The remaining provisions of this Quitclaim Deed will be unaffected and remain valid and enforceable to the full extent permitted by law in the event and for any reason any provision of this Quitclaim Deed is held invalid or unenforceable under applicable law.

GRANTOR'S EXECUTION

Grantor, City of Jonesboro, Craighead County, Arkansas, a municipal corporation, by its authorized representative, Harold Copenhaver, Mayor of the City of Jonesboro, Arkansas, pursuant to authority granted by City of Jonesboro, City Council, does voluntarily acknowledge this Quitclaim Deed on behalf of Grantor on the effective date below.

WITNESS, my hand and seal this 16th day of August 2023.

City of Jonesboro, GRANTOR

300 S. Church St.

Jonesboro, AR 72401





City of Jonesboro

300 S. Church Street
Jonesboro, AR 72401

Signature Copy

Resolution: R-EN-135-2023

File Number: RES-23:109

Enactment Number: R-EN-135-2023

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS
TO ENTER INTO A CONTRACT TO SELL LOT 1 OF KIECH'S 1ST ADDITION TO
MASONIC LODGE #657

WHEREAS, the City of Jonesboro desires to enter into a contract to sell Lot 1 of Kiech's 1st Addition
Jonesboro, Arkansas to the Masonic Lodge #657;

WHEREAS, the stated property will be sold for \$5,000.00 plus closing costs; and

WHEREAS, Masonic Lodge #657 agrees that the stated property will be combined with 5008 E.
Nettleton Ave. via replat within 180 days from the date of sale. If the two lots are not combined within the
allowed 180 day time frame, ownership of the property will revert back to the CITY OF JONESBORO,
A MUNICIPAL CORPORATION; and

WHEREAS, the stated property shall only be used for off-street parking. The lot shall be brought into
accordance with City parking standards when renovation or expansion of the primary
structure occurs.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF
JONESBORO, ARKANSAS THAT:

SECTION 1: The City of Jonesboro, Arkansas shall contract with Masonic Lodge #657 for the purchase
of Lot 1 of Kiech's 1st Addition Jonesboro, Arkansas for the purchase price of \$5,000.00 plus closing
cost.

SECTION 2: A copy of the Real Estate Contract is attached hereto.

SECTION 3: The Mayor, Harold Copenhaver, and City Clerk, April Leggett, are hereby authorized by the
City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED THIS 6TH DAY OF JULY, 2023.



Offer & Acceptance for Real Property

The undersigned, herein referred to as the "Buyer", offers to purchase, subject to terms set forth herein, the following real property, Parcel # 01-144271-03600 Nettleton Ave. Jonesboro AR
{Street} {City}

Legal Description: Lot 1 of Kiech's First Addition to the City of Jonesboro. (Formerly Town of
Nettleton), Arkansas

The "Buyer" will purchase said property for the sum of \$ 5,000.00 plus all closing costs

The "Buyer" herein tenders \$ 0 as earnest money, to become part of the purchase price upon acceptance. This sum shall be held by n/a. If offer is not accepted or if title requirements of the owner(s) of said property, hereinafter referred to as the "Seller", are not fulfilled, it shall be promptly returned to the "Buyer". If, after acceptance, "Buyer" fails to fulfill his/her/its obligations, the earnest money may become liquidated damages, which fact shall not preclude "Seller" from asserting other legal rights which they may have due to such a breach.

The "Buyer" shall pay the traditional buyers closing cost, the "Seller" shall pay the traditional sellers closing costs.

Conveyance shall be set forth to buyer through General Warranty Deed, however being subject to recorded restrictions and easements, if any.

Residence to be purchased "as is".

Taxes and special assessments, due on or before the closing date shall be paid by "Seller". Current general taxes and special assessments shall be pro-rated as of the date of closing based upon the last tax statement. Insurance, interest and rental/lease payments shall be pro-rated as of the date of closing.

"Seller" assumes all risk of loss or damage to the property by fire, natural disaster or other casualty occurring up to the time at which title is transferred.

"Seller" shall vacate the property and deliver possession to "Buyer" on day of closing unless otherwise set herein under *special conditions/contingencies*.

"Buyer" shall have a reasonable amount of time to secure satisfactory financing if so desired.

Closing of this transaction involving real property shall occur within 180 days of the acceptance date of this contract. Acceptance date of this contract shall be February 14, 2023.

Special Conditions / Contingencies:

Buyer shall consolidate purchased lot (Parcel # 01-144271-03600) with 5008 Nettleton Ave within six months of closing.

Wayne Hogan By Barry Rudd 03/15/22
Sign Buyer Date

Wayne Hogan By Barry Rudd
Print Buyer

Sign Seller Date

Sign Buyer Date

Print Seller

Print Buyer

Seller Contact Information:

Buyer Contact Information:

Phone: 870-932-1052

Phone: 870-931-9439

Current Address: 300 S. Church St.

Current Address: P.O. Box 2314

Jonesboro, AR 72401

Jonesboro AR. 72402-2314

Ph. Address 5008 E. Nettleton Jonesboro

Lender Information: _____

Loan Officer: _____



STATE OF ARKANSAS
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 MISCELLANEOUS TAX SECTION
 P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp
 Proof of Tax Paid



Grantee: MASONIC LODGE #657
Mailing Address: 5008 E NETTLETON AVE
 JONESBORO AR 724016643

Grantor: CITY OF JONESBORO
Mailing Address: 300 S CHURCH ST FL 1
 JONESBORO AR 724012904

Property Purchase Price: \$5,000.00
Tax Amount: \$16.50

County: CRAIGHEAD
Date Issued: 08/23/2023
Stamp ID: 1783576576

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): Bary Rudd - Asst. Secretary

Grantee or Agent Name (signature): Bary Rudd **Date:** 08/31/2023

Address: 5008 E. Nettleton

City/State/Zip: Jonesboro AR. 72401