

JOB NAME Washington Avenue Interchange

JOB R00059

TRACT 1

FAP

AGREEMENT FOR DONATION
REAL ESTATE FOR HIGHWAY PURPOSES

Grantor: City of Jonesboro

Grantee: ARKANSAS STATE HIGHWAY COMMISSION

IN CONSIDERATION of the benefits that will inure to the Grantor(s) and the public, the undersigned does hereby agree to donate to the Arkansas State Highway Commission, upon the terms and conditions hereinafter stated, the following described real estate, save and except the oil and gas only therein and thereunder, situated in the County of Craighead, State of Arkansas, to wit:

LEGAL DESCRIPTION

Part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 14 North, Range 3 East, Craighead County, Arkansas, more particularly described as follows:

Starting at an axle being used as the Quarter corner of Sections 22 & 23, thence North 00° 26' 48" East along the West line of the Northwest Quarter of Section 23 a distance of 1,701.12 feet to a point on the Easterly right of way line of U. S. Highway 63 as established by AHTD Job 10743; thence South 40° 26' 45" East along said right of way line a distance of 80.66 feet to a point; thence South 07° 42' 12" East along said right of way line a distance of 309.38 feet to a point on the North line of the Southwest Quarter of the Northwest Quarter of Section 23 for the point of beginning; thence North 88° 49' 24" East along said North line a distance of 65.29 feet to a point on the Easterly right of way line of U. S. Highway 63 as established by AHTD Job R00059; thence South 02° 25' 00" East along said right of way line a distance of 278.97 feet to a point on the Easterly right of way line of U. S. Highway 63 as established by AHTD Job 10743; thence North 19° 08' 53" West along said right of way line a distance of 197.37 feet to a point; thence North 07° 42' 12" West along said right of way line a distance of 91.75 feet to the point of beginning and containing 0.25 acres more or less as shown on plans prepared by the AHTD referenced as Job R00059.

- ☐ Uncontrolled Access
☐ Partially Controlled Access – Access break from Station _____ to Station _____
☒ Fully Controlled Access
☐ Fully Controlled Access with a frontage road

JGW/crr

08/20/04

IN ACCORDANCE with Public Law 91-646, Uniform Relocation Assistance and Real Property Acquisition Policies Act, the Grantor has the right to receive just compensation for the subject property.

Also, the Grantor is entitled to an appraisal of the subject property. Execution of this agreement will release the Commission from the obligation of providing just compensation and an appraisal.

"Closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission".

"Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of this "Agreement for Donation".

Dated this 3rd day of May, 2005.

PAYMENT DUE-----\$1,700.00

(Appraised value offered by the Commission for real estate, including damages, if any, to the remainder; to be paid after approval of title and execution of a deed as hereinafter provided).

The Commission shall have the irrevocable right to exercise the "Contract to Sell" at any time within ninety (90) days from date; and it is agreed that if within the time above specified, the said Commission shall declare its intention to exercise this "Contract to Sell" including the right to purchase said land, the Grantor(s) will execute and sign a Warranty Deed when presented by the Commission and receive payment of the stated "Payment Due" from the said Commission, less any amount that may be found due and payable to any mortgagee. It is expressly understood that the said Commission shall not be obligated further unless stated herein to wit:

It is understood and agreed that closing costs will not accrue to the Grantor(s) as the Grantee's Attorney will prepare the necessary documents for closing and the Grantee will pay the cost of recording all instruments conveying title to the Arkansas State Highway Commission.

Grantor(s) further agrees neither to sell nor encumber the said real estate during the term of the "Contract to Sell".

The Arkansas State Highway Commission is hereby authorized and directed to make payment of the purchase funds for the conveyance to_____

Dated this 11 day of November, 2008

Signature

Fed. I.D.# /SS#

Signature

Fed. I.D.# /SS#

A C K N O W L E D G M E N T

STATE OF)
) SS
COUNTY)

BE IT REMEMBERED, that on this day came before the undersigned, a Notary Public, acting within and for the aforesaid County, on this day personally appeared _____ well known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument and stated to me that _____ executed the same for consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public _____ day of _____, 20____.

MY COMMISSION EXPIRES:

NOTARY PUBLIC