

ELECTRONIC RECORDING
2020R-016648
CERTIFICATE OF RECORD
JONESBORO DISTRICT
CRAIGHEAD COUNTY, ARKANSAS
CANDACE EDWARDS, CLERK & RECORDER
07/27/2020 10:10:35 AM
RECORDING FEE: 40.00
PAGES: 6

Please Return To:

Lenders Title Company
2207 Fowler Avenue
Jonesboro AR, 72401
Phone: 870-935-7410
Fax: 870-933-7222

File Number: 19-077225-300

This deed form prepared under the supervision of:
J. Mark Spradley, Attorney at Law
1501 N. University, Suite 155
Little Rock, AR 72202

Transactional data completed by Lenders Title Company

Warranty Deed - Corporation (Letter).rtf

FOR RECORDER'S USE ONLY

*NO REVENUE
REQUIRED*

WARRANTY DEED
(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That, City of Jonesboro, Arkansas, Grantor, a corporation organized under and by virtue of the laws of the State of Arkansas, by and through its Mayor and City Clerk, duly authorized by proper resolution of the Board of Directors, for and in consideration of the sum of ~~—TEN AND 00/100—~~ DOLLARS—~~(\$10.00)—~~ and other good and valuable consideration, in hand paid by City Water & Light Plant of Jonesboro, Arkansas, Grantee(s), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee(s) and unto its successors and assigns forever, the following described land, situated in the County of Craighead and the State of Arkansas to-wit:

Lots 3 and 4 of the Re-Plat of Robertson Subdivision of a part of the Southwest Quarter of Section 36, Township 14 North, Range 4 East, as shown by Plat recorded in Deed Record 198 Page 14 at Jonesboro, Arkansas, being subject to easements as shown on recorded plat.

Subject to any recorded: assessments, building lines, easements, mineral reservations and/or conveyances, and restrictions, if any.

TO HAVE AND TO HOLD the above described lands unto the Grantee(s) and unto its successors and assigns forever, with all tenements, appurtenances, and hereditaments thereunto belonging.

And the Grantor hereby covenants with the Grantee(s) that it will forever warrant and defend the title to the above described lands against all claims whatsoever.

IN TESTIMONY WHEREOF, The name of the Grantor is hereunto affixed by its Mayor and Harold Perrin and Donna Jackson and its seal affixed this 23 day of July, 2020.

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. Exempt or no consideration paid if none shown.

GRANTEE OR AGENT: Lenders Little Rock City Water & Light

GRANTEE'S ADDRESS: 400 E Monroe Jonesboro, AR 72401

ACKNOWLEDGMENT

STATE OF ARKANSAS))
) SS.
COUNTY OF CRAIGHEAD)

BE IT REMEMBERED that on this 23 day of July, 2020, came before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, Harold Perrin and Donna Jackson, to me personally well known (or satisfactorily proven to be), who stated that they were the Mayor and City Clerk of the City of Jonesboro, Arkansas, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 23 day of July, 2020.

Evan Street
Notary Public

My commission Expires:



In reference to the property or properties ("Property") conveyed by the Deed between [property owner] participating in the federally-assisted acquisition project ("the Grantor"), City of Jonesboro, ("the Grantee"), its successors and assigns:

WHEREAS, the **Flood Mitigation Assistance Program**, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, Arkansas Natural Resources Commission has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated August 14, 2017 with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in the City of Jonesboro, Arkansas, and the City of Jonesboro participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the City of Jonesboro acting by and through the City of Jonesboro City Council, has applied for and been awarded federal funds pursuant to an agreement with Arkansas Natural Resources Commission dated August 14, 2017, Project Number FMA-PJ-06-AR-2017-006 and herein incorporated by reference, making it a mitigation grant program sub-grantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Flood Mitigation Assistance Grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State - local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space

for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation

mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program sub-grantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program sub-grantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee;

and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
Real Property Transfer Tax Affidavit of Compliance Form

Grantee (Purchaser) Name City Water and Light Plant of Jonesboro, Ar.			Grantor (Seller) Name City of Jonesboro, Arkansas		
Address 400 E. Monroe			Address 300 South Church St.		
City Jonesboro	State Ar	Zip Code 72401	City Jonesboro	State Ar.	Zip Code 72401

Date of real property transfer (as reflected on the transfer instrument): 7/23/2020

Name of the county where the property is located: Craighead

Amount of the full consideration for the transaction: gift of \$10,000.00

Please select the appropriate exemption below:

- A transfer to or from the United States, the State of Arkansas, or any of the instrumentalities, agencies, or political subdivisions of the United States or the State of Arkansas.
- Any instrument or writing given solely to secure a debt.
- Any instrument solely for the purpose of correcting or replacing an instrument that has been previously recorded with full payment of the tax having been paid at the time of the previous recordation.
- An instrument conveying land sold for delinquent taxes.
- An instrument conveying leasehold interest in land only.
- An instrument, including a timber deed, that conveys or grants the right to remove timber from land if the instrument grants or conveys the right to remove timber for a period of not to exceed twenty-four (24) months.
- An instrument given by one (1) party in a divorce action to other party to the divorce action as a division of marital property whether by agreement or order of the court.
- An instrument given in any judicial proceeding to enforce any security interest in real estate when the instrument transfers the property to the same person who is seeking to enforce the security interest.
- An instrument given to a secured party in lieu of or to avoid a judicial proceeding to enforce a security interest in real estate.
- An instrument conveying a home financed by the Federal Housing Administration, the United States Department of Veterans Affairs, or the United States Department of Agriculture Rural Development, if the sale price of the home is sixty thousand dollars (\$60,000) or less and the seller files with the county recorder of deeds a sworn statement by the buyer stating that neither the buyer nor the spouse of the buyer has owned a home within three (3) years of the date of closing and also stating the sale price of the home.
- An instrument conveying land between corporations, partnerships, limited liability companies, or other business entities or between a business entity and its shareholder, partner or member incident to the organization, reorganization, merger, consolidation, capitalization, asset distribution, or liquidation of a corporation, partnership, limited liability company, or other business entity.
- A beneficiary deed under ACA 18-12-608.
- Consideration of \$100 or less
- Other (Explain): _____



DISCLOSURE, AFFIRMATION & AGREEMENT
REGARDING BUSINESS PRACTICES

The undersigned Parties, hereby state and affirm that they are the parties to a real estate transaction, the closing of which is being facilitated by Lenders Title Company, with regard to the following described property located in Craighead County, Arkansas, to-wit:

Lots 3 and 4 of the Re-Plat of Robertson Subdivision of a part of the Southwest Quarter of Section 36, Township 14 North, Range 4 East, as shown by Plat recorded in Deed Record 198 Page 14 at Jonesboro, Arkansas, being subject to easements as shown on recorded plat.

In consideration of Lenders Title Company facilitating the closing of the transaction and/or issuing title insurance policies covering the above described property, Parties hereby state and affirm their understanding of the following:

1. Real estate transactions can be both legally and financially complex. Additionally, closing a real estate transaction and underwriting title insurance policies can be complex and complicated. During the closing process Parties will be asked to review and execute various affidavits, affirmations, agreements and indemnities for the benefit of Lenders Title Company and its title insurance underwriter with regard to certain risks that are being assumed in closing this real estate transaction and/or insuring the title to the above described real property. Each of these documents should be carefully reviewed before they are executed.

2. Parties who close with Lenders Title Company always have the right and are encouraged to consult a financial, legal and/or tax advisor of their choice regarding their real estate transaction and the documents which they will be executing. It is understood and agreed that Lenders Title Company has not and will not provide financial, legal and/or tax advice. **You should only rely upon the advice provided by your own financial, legal and/or tax advisor.** By proceeding with the closing of the real estate transaction as evidenced by their signatures hereon, Parties acknowledge that they have sought the advice of their financial, legal and/or tax advisors or that they have knowingly waived their right to do so.

3. The form of the documents to be utilized in the closing conducted by Lenders Title Company, except for those documents provided by third parties such as lenders, surveyors, termite companies, etc., have been approved by a licensed Arkansas attorney, but that the actual documents to be executed by the necessary parties may not have been reviewed by an attorney in their completed form. The term "form" as used herein is not limited to pre-printed fill-in-the-blank instruments, but may include instruments that appear in an electronically merged format. Parties which close with Lenders Title Company have the right to employ an attorney of their choice to prepare documents to be executed in conjunction with this transaction. In the event that Parties have waived their right to have an attorney of their choice review and/or prepare the documents to be executed in conjunction with this transaction, Parties hereby authorize and instruct Lenders Title Company to complete such documents. The undersigned acknowledge that attorneys employed by Lenders Title Company may have acted as a closing or title agent, may have been present at the closing or reviewed documents, or may

have discussed issues with respect to the closing or issuance of title insurance. It is understood and agreed that attorneys employed by Lenders Title Company have not represented, and do not represent the undersigned.

4. While the Closing Disclosure Forms or Settlement Statement to be utilized in facilitating the closing of the transaction may indicate that a "Processing Fee" is being charged by Lenders Title Company, it is expressly understood that said fee is being charged for the assimilation, copying, faxing, handling, and processing of the closing package incidental to the real estate transaction at issue and not for the preparation of any documents.

5. Any title search or underwriting examination conducted by Lenders Title Company has been done for the benefit of Lenders Title Company and its title insurance underwriter in underwriting title insurance policies to be issued covering the above described property and not as an agent of or for the benefit of the Parties.

6. Any funds provided for the real estate transaction may be placed in an interest bearing escrow account. Parties hereby waive any and all claims which they may have to the interest which may accrue on account of their funds being placed in an interest bearing escrow account.

7. Fees which may be shown on the Closing Disclosure Forms or Settlement Statement payable to Lenders Title Company for recording and overnight delivery services are only estimates. The actual costs for these services vary due to the number of pages which must be recorded or the specific rates of the overnight carrier. In order to accomplish a final closing of this matter, Lenders Title Company hereby assumes responsibility for any shortage between the estimated fees collected and actual costs for recording and overnight delivery and Parties hereby waive any claim for any overage between the estimated fees collected and actual costs for recording and overnight delivery.

8. In the event that you request that sales proceeds or other funds be transmitted to you by wire, it is understood and agreed that Lenders Title Company is not responsible for fees charged by the receiving bank.

9. Should the payoff on the mortgages or other liens, if any, be more than has been shown on the Closing Disclosure Forms or Settlement Statement, the Seller or Buyer, as applicable, will remit the amount of the shortage within twenty four (24) hours of notification by Lenders Title Company. Seller and Buyer hereby relieve and hold harmless Lenders Title Company and its employees from any and all responsibility as a result of the quotation of sums due by any lending institution or other creditor. Seller and Buyer each further agree that if a claim hereunder is placed in the hands of an attorney by the other party, they will be jointly and severally responsible for payment of reasonable attorney's fees incurred in collecting the amount due.

10. The undersigned agree(s) that any transactions in connection with this closing may be conducted by electronic means in accordance with the Uniform Electronic Transactions Act as adopted in Arkansas; that any signature on a document which is faxed to Lenders Title Company shall be treated as an original signature; and that any document which is stored in electronic form shall be treated as an original document.

Executed this 23rd day of July, 2020.

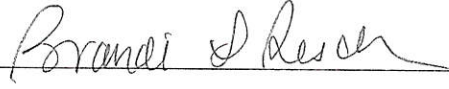
BUYER(S):

**City Water & Light Plant of the
City of Jonesboro, Arkansas**

BY: 
Kevan Inboden

Donna Jackson, City Clerk

SUBSCRIBED AND SWORN to before me, a Notary Public, July 23, 2020.



Notary Public

My Commission Expires:

OFFICIAL SEAL - #12360241
BRANDI L. RASDON
NOTARY PUBLIC-ARKANSAS
CRAIGHEAD COUNTY
MY COMMISSION EXPIRES: 04-18-21



NOTICE OF AVAILABILITY OF CLOSING PROTECTION COVERAGE

To: Seller
Date: 7/23/2020
Property Address: 5713 E Nettleton Ave
Jonesboro, AR 72401
01-144363-01000 / 01-144363-00900

Legal Description: Lots 3 and 4 of the Re-Plat of Robertson Subdivision of a part of the Southwest Quarter of Section 36, Township 14 North, Range 4 East, as shown by Plat recorded in Deed Record 198 Page 14 at Jonesboro, Arkansas, being subject to easements as shown on recorded plat.

Lenders Title Company File No. 19-077225-300

Please be advised that, pursuant to Arkansas Code Annotated § 23-103-405 and Rule 87 of the Arkansas Insurance Department, you may be entitled to closing protection coverage from Old Republic National Title Insurance Company for the contemplated transaction at a cost of \$ 25.00.

Being notified of the availability and cost of Closing Protection Coverage:

I/We do request such coverage.

I/We do not request such coverage.

Signed July 23, 2020.



File No: 19-077225-300

OWNER'S DISCLOSURE & AGREEMENT

The undersigned, hereby state and affirm that they are the Owner(s) (the "Owner") of the following described property located in Craighead County, Arkansas, to-wit:

Lots 3 and 4 of the Re-Plat of Robertson Subdivision of a part of the Southwest Quarter of Section 36, Township 14 North, Range 4 East, as shown by Plat recorded in Deed Record 198 Page 14 at Jonesboro, Arkansas, being subject to easements as shown on recorded plat.

While Lenders Title Company will be searching the public records in conjunction with its issuance of title insurance commitments and/or policies covering the subject property, neither Lenders Title Company nor its title insurance underwriter can insure the parties against themselves and any knowledge which the parties have concerning the title to, possession of, or encumbrances against the subject property which is not disclosed to Lenders Title Company. Accordingly, the undersigned, as an inducement to and in consideration of Lenders Title Company closing the transaction for the Owner and/or issuing title insurance policies as to the above described property, hereby state and affirm that the following statements are true and correct to the best of their knowledge and agree to the terms herein. As such, the following statements should be carefully reviewed for accuracy.

1. No Undisclosed Encumbrances: There are no recorded or unrecorded mortgages, home improvement loans, options to purchase, sales contracts, bills of sale, lease agreements, or any other instruments or encumbrances outstanding which would affect the subject property and which Owner is responsible for satisfying other than those being satisfied in the closing of this transaction and which are reflected on the Closing Disclosure Forms or Settlement Statement and title insurance commitment which we have reviewed and approved.
2. No Recent Construction: There have been no improvements made or constructed on the subject property during the past 130 days for which a Materialmen's and/or Mechanics' Lien may be filed; that any and all parties supplying material and/or labor with regard to the construction of improvements on the subject property have been paid in full and that there are no lienable items which remain unpaid; that no notice of intent to file a lien against the subject property has been received by the Owner; and, that no money whatsoever is owed on the subject property to any person, firm or corporation with the exception of those lenders and/or lien claimants reflected on the HUD-1 Settlement Statement and title insurance commitment, which we have reviewed and approved, other than the following:
NONE
3. No Adverse Possession: There are no adverse occupants of the subject property; that enjoyment thereof has been peaceable and undisturbed; that the title to the subject property has never been disputed or questioned; nor are there any facts by reason of which the title to, or possession of the subject property might be disputed or questioned, or by reason of which any claims to any of the subject property may be asserted adversely to the present owner.
4. No Liens on Fixtures: That there are no chattel mortgages, conditional sales contracts, security agreements, financing statements or other Uniform Commercial Code filings, retention of title agreements, or personal property leases affecting any materials, fixtures, equipment, appliances, furnishings or other property placed

upon or installed in or upon the subject property or the improvements thereon, and that all plumbing, heating, refrigerating, lighting and other equipment is fully paid for, including all bills for repair thereof.

5. Taxes & Assessments Paid: That all real estate taxes and assessments on the subject property have been paid and that there are no delinquent real estate taxes or assessments on the subject property. That all Property Owners' Association ("POA") dues and/or assessments have been paid and that there are no delinquent POA dues and/or assessments owed on this property.
6. No Bankruptcy or Receivership: There are no proceedings in bankruptcy or receivership which have been instituted by or against Owner and that Owner has not made any assignment for the benefit of creditors. Likewise, no proceedings in bankruptcy are contemplated.
7. No Litigation: That there are no actions pending in any State or Federal Court in Arkansas or any other jurisdiction to which the Owner is a party or which would affect this property other than those reflected on the title insurance commitment.
8. No Judgments or Liens: There are no outstanding judgments or liens against the Owner, including but not limited to tax liens, civil or criminal monetary judgments, divorce, or foreclosure; and no proceedings have been commenced in any federal or state court to which I am a party, including, but not limited to, any proceeding to extend or revive any judgment by writ of scire facias, writ of garnishment or otherwise. That should any of us owe any obligation of alimony, maintenance, or child support, all amounts due under said obligation are current through the date of this instrument.
9. No Encroachments or Boundary Line Disputes: That any improvements located on the property are within the perimeter of the description as set forth herein and that there are no discrepancies or conflicts in boundary lines, encroachments, or other boundary disputes with regard to said property other than those which may be noted on a survey used in conjunction with the closing of this transaction, if applicable.
10. No Violations of Conditions and Restrictions: If the subject property is subject to restrictions and conditions, Owner hereby states that they have not been advised of nor are they aware of any violations thereof other than the following:
NONE
11. No Unrecorded Contracts, Leases, or Agreements: That there are no unrecorded contracts, leases, easements, party walls, agreements, rights of way, or other interests which encumber the real estate except as noted in the conveyance of the property.
12. Access to Property: There is legal access to and from the above describe property.
13. No Undisclosed Marital Rights: That there are no undisclosed marital property, dower, curtesy, or homestead claims or rights to claims against Owner or the above described property.
14. No Other Liabilities: We know of no other liability pertaining to the conveyance of this property for which Lenders Title Company and/or its title insurance underwriter would or could be liable.
15. Signatories have Legal Capacity: That all persons who have executed or will execute instruments conveying or encumbering said property are of legal age, have proper legal capacity and are United States citizens or are legally capable of owning and encumbering property located in the United States.
16. Commission / Broker Fees: Owner, if applicable, hereby certifies that all fees due a real estate broker or agent in connection with this transaction, as specified in the contract between the Owner and Buyer or in a separate agreement with the real estate broker or agent have been paid prior to closing or will be paid in conjunction with the closing of this transaction and are accurately reflected on the Closing Disclosure Form and Settlement Statement.
17. FIRPTA Compliance: The undersigned is not a foreign Person, but rather is a "United States person" within the meaning of Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code"). Owner, if applicable, certifies that Owner's true and correct United States taxpayer identification number (or Social Security number) is set forth on the Substitute Form 1099s which is being executed by Owner in conjunction with this transaction. Owner is making the statements set forth herein for the purpose of releasing the Purchaser and/or Settlement Agent from any withholding obligation which might otherwise be imposed under Section 1445(a) of the Code.

18. Indemnification Agreement: Owner hereby agrees to indemnify Lenders Title Company and/or its title insurance underwriter for any loss, cost, damage, or action which they may suffer as a result of any of the aforementioned statements being false and/or the breach of any agreement set forth herein which is attributable to such party.

Where applicable, the foregoing statements are limited to the extent that contrary information is reflected on the HUD-1 Settlement Statement and/or title insurance commitment which the parties have reviewed and approved.

SUBSCRIBED AND SWORN to before me, a Notary Public, this 23rd day of July, 2020

Dian Street

Notary Public

My Commission Expires:





Seller(s): City of Jonesboro, Arkansas
File No.: 19-077225-300
Property Address: 5713 E Nettleton Ave
Jonesboro, AR 72401
01-144363-01000 / 01-144363-00900
Legal Desc.: Lots 3 and 4 of the Re-Plat of Robertson Subdivision of a part of the Southwest Quarter of Section 36, Township 14 North, Range 4 East, as shown by Plat recorded in Deed Record 198 Page 14 at Jonesboro, Arkansas, being subject to easements as shown on recorded plat.

SELLER'S CLOSING AGREEMENT

DOCUMENT REVISION

As a condition to proceeding with this transaction, the undersigned agree to execute any additional documents which may be required, or will correct any documents which are executed in conjunction with this closing, in order to make the loan (if applicable) eligible for conformity with the loan purchase commitment of the investor, to properly convey title, to release any encumbrance satisfied in conjunction with this transaction, or to properly encumber the title to the subject property with any mortgage, easement or other encumbrance executed in conjunction with this transaction.

Any request by the lender and/or Lenders Title Company for the execution of additional documents or for corrections to documents which have already been executed shall be prima facie evidence of the necessity for same. A written request from the lender, investor, or Lenders Title Company addressed to the undersigned shall be conclusive evidence of the necessity for such additional documents and/or corrections.

PAYOFFS

Should the payoff figures for any mortgage(s) and/or other lien(s) encumbering the property, if any, be more than what is shown on the settlement statement, the undersigned will remit such amounts that are necessary to secure releases of said liens within twenty-four (24) hours of notification by Lenders Title Company. The undersigned hereby agree to hold harmless Lenders Title Company for any loss, cost, damage, or action which may arise as a result of the quotation of sums due by any lien creditor changing and hereby relieves Lenders Title Company from any and all liability related thereto. The undersigned further agree that if a claim hereunder is placed in the hands of an attorney that they will be responsible for reasonable attorney's fees and costs incurred in collecting the amounts due.

TAX PRORATION AND ASSESSMENT

The undersigned acknowledge that the tax figures and prorations used by Lenders Title Company in facilitating the closing between the parties hereto with regard to the above described property are estimates based on the assessments, millage rates, and homestead and/or other credits or exemptions for the prior tax year. The undersigned acknowledge our understanding that if any of these change as a result of the current sale, applicability of a homestead or other credit or exemption, or for any other reason, that the taxes are subject to being changed by the taxing authorities. In such event, the undersigned agree to pay their prorata share of the increased taxes and to hold Lenders Title Company harmless for any loss or damage occasioned by a change in the taxes assessed against the above described property and from the collection and payment thereof.

Seller(s) agrees to deliver the tax bill(s) to Buyer(s) in the event Seller(s) receive them from the taxing authorities.

By affixing our signatures hereto, the undersigned authorize Lenders Title Company to use the prorated tax figures shown on the Closing Disclosure Forms or Settlement Statement used in conjunction with this closing.

OFFER AND ACCEPTANCE COMPLIANCE

The undersigned, if applicable, hereby certifies and affirms that all conditions of the contract for the sale of the above referenced property have been met, satisfied, approved, and/or waived or will be once the transaction between the parties has been closed.

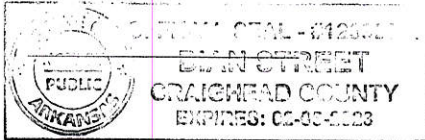
Executed this 23rd day of July, 2020

SUBSCRIBED AND SWORN to before me, a Notary Public, this 23rd day of July, 2020.

Dian Street

Notary Public

My Commission Expires:



A. Settlement Statement

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 19-077225-300
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance	7. Loan Number
7. <input type="checkbox"/> Cash Sale.			8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower City Water & Light Plant of Jonesboro, Arkansas 400 E. Monroe Ave Jonesboro, AR 72401	E. Name & Address of Seller City of Jonesboro, Arkansas ATTN: Harold Perrin 300 South Church St. Jonesboro, AR 72401	F. Name & Address of Lender
---	---	--

G. Property Location Lot 3 & 4, Rep Robertsons Sub, Jonesboro, Craighead County, AR 5713 E Nettleton Ave Jonesboro, AR 72401	H. Settlement Agent Name Lenders Title Company 2207 Fowler Avenue Jonesboro, AR 72401 Tax ID: 71-0493927 Underwritten By: Old Republic	I. Settlement Date 7/23/2020 Fund:
	Place of Settlement Lenders Title Company 2207 Fowler Avenue Jonesboro, AR 72401	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$10,000.00	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$618.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. County property taxes		406. County property taxes	
107. Special Assessments		407. Special Assessments	
108. POA Dues		408. POA Dues	
109. POA Dues		409. POA Dues	
110. Timber Taxes		410. Timber Taxes	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$10,618.50	420. Gross Amount Due to Seller	
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204.		504. Payoff of first mortgage loan to	
205.		505. Payoff of second mortgage loan to	
206.		506.	
207.		507.	
208. Gift transfer credit	\$10,000.00	508. gift transfer credit	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. County property taxes		510. County property taxes	
211. Special Assessments		511. Special Assessments	
212. POA Dues		512. POA Dues	
213. POA Dues		513. POA Dues	
214. Timber Taxes		514. Timber Taxes	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$10,000.00	520. Total Reduction Amount Due Seller	
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$10,618.50	601. Gross Amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	\$10,000.00	602. Less reductions in amt. due seller (line 520)	
303. Cash From Borrower	\$618.50	603. Cash Seller	

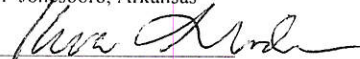
Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price @ % =				Borrower's	Seller's
Division of Commission (line 700) as follows:				Funds at	Funds at
				Settlement	Settlement
701.	to				
702.	to				
703.					
800. Items Payable in Connection with Loan					
801.	Loan Origination Fee %	to			
802.	Loan Discount %	to			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application	to			
807.	Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance					
901.	Interest from	7/23/2020 to 8/1/2020 @ \$0/day			
902.	Mortgage Ins. Premium for months	to			
903.	Hazard Ins. Premium for years	to			
1000. Reserves Deposited With Lender					
1001.	Hazard insurance	months @	per month		
1002.	Mortgage insurance	months @	per month		
1003.	County property taxes	months @	per month		
1004.	Special Assessments	months @	per month		
1005.	POA Dues	months @	per month		
1006.	POA Dues	months @	per month		
1007.	Timber Taxes	months @	per month		
1008.	Other taxes	months @	per month		
1011.	Aggregate Adjustment				
1100. Title Charges					
1101.	Settlement or closing fee	to Lenders Title IN		\$300.00	
1102.	Abstract or title search	to Lenders Title IN		\$250.00	
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
(includes above items numbers:)					
1108.	Title insurance	to Lenders Title IN		\$35.00	
(includes above items numbers:)					
1109.	Lender's coverage	\$0.00/\$0.00			
1110.	Owner's coverage	\$10,000.00/\$35.00			
1111.	Processing Fee	to			
1112.	Overnight/Courier Fee	to			
1113.	Closing Protection Letter	to			
1114.	E-recording	to Lenders Title IN		\$3.50	
1200. Government Recording and Transfer Charges					
1201.	Recording Fees	Deed \$30.00, Mortgage, Rel to Craighead County Circuit Clerk		\$30.00	
1202.	City/county tax/stamps	Deed : Mortgage to			
1203.	State tax/stamps	Deed : Mortgage to			
1204.	Tax certificates	to			
1300. Additional Settlement Charges					
1301.	Survey	to			
1302.	Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$618.50	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

City Water & Light Plant of the
City of Jonesboro, Arkansas

BY: 
Kevan Inboden

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

 7/23/2020
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

A. Settlement Statement

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 19-077225-300	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			
7. <input type="checkbox"/> Cash Sale.					

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower City Water & Light Plant of Jonesboro, Arkansas 400 E. Monroe Ave Jonesboro, AR 72401	E. Name & Address of Seller City of Jonesboro, Arkansas ATTN: Harold Perrin 300 South Church St. Jonesboro, AR 72401	F. Name & Address of Lender
--	--	-----------------------------

G. Property Location Lot 3 & 4, Rep Robertsons Sub, Jonesboro, Craighead County, AR 5713 E Nettleton Ave Jonesboro, AR 72401	H. Settlement Agent Name Lenders Title Company 2207 Fowler Avenue Jonesboro, AR 72401 Tax ID: 71-0493927 Underwritten By: Old Republic
	I. Settlement Date 7/23/2020 Fund:
	Place of Settlement Lenders Title Company 2207 Fowler Avenue Jonesboro, AR 72401

J. Summary of Borrower's Transaction **K. Summary of Seller's Transaction**

100. Gross Amount Due from Borrower	400. Gross Amount Due to Seller
101. Contract Sales Price	401. Contract Sales Price \$10,000.00
102. Personal Property	402. Personal Property
103. Settlement Charges to borrower	403.
104.	404.
105.	405.

Adjustments for items paid by seller in advance	Adjustments for items paid by seller in advance
106. County property taxes	406. County property taxes
107. Special Assessments	407. Special Assessments
108. POA Dues	408. POA Dues
109. POA Dues	409. POA Dues
110. Timber Taxes	410. Timber Taxes
111. Other taxes	411. Other taxes
112.	412.
113.	413.
114.	414.
115.	415.
116.	416.

120. Gross Amount Due From Borrower	420. Gross Amount Due to Seller	\$10,000.00
200. Amounts Paid By Or in Behalf Of Borrower	500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	501. Excess Deposit	
202. Principal amount of new loan(s)	502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to	503. Existing Loan(s) Taken Subject to	
204.	504. Payoff of first mortgage loan to	
205.	505. Payoff of second mortgage loan to	
206.	506.	
207.	507.	
208. Gift transfer credit	508. gift transfer credit	\$10,000.00
209.	509.	

Adjustments for items unpaid by seller	Adjustments for items unpaid by seller
210. County property taxes	510. County property taxes
211. Special Assessments	511. Special Assessments
212. POA Dues	512. POA Dues
213. POA Dues	513. POA Dues
214. Timber Taxes	514. Timber Taxes
215. Other taxes	515. Other taxes
216.	516.
217.	517.
218.	518.
219.	519.

220. Total Paid By/For Borrower	520. Total Reduction Amount Due Seller	\$10,000.00
300. Cash At Settlement From/To Borrower	600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	601. Gross Amount due to seller (line 420)	\$10,000.00
302. Less amounts paid by/for borrower (line 220)	602. Less reductions in amt. due seller (line 520)	\$10,000.00
303. Cash From Borrower	603. Cash Seller	\$0.00

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price			@ % =	Borrower's	Seller's
Division of Commission (line 700) as follows:				Funds at	Funds at
				Settlement	Settlement
701.	to				
702.	to				
703.					
800. Items Payable in Connection with Loan					
801.	Loan Origination Fee	%	to		
802.	Loan Discount	%	to		
803.	Appraisal Fee		to		
804.	Credit Report		to		
805.	Lender's Inspection Fee		to		
806.	Mortgage Insurance Application		to		
807.	Assumption Fee		to		
900. Items Required by Lender To Be Paid in Advance					
901.	Interest from	7/23/2020	to 8/1/2020 @ \$0/day		
902.	Mortgage Ins. Premium for	months	to		
903.	Hazard Ins. Premium for	years	to		
1000. Reserves Deposited With Lender					
1001.	Hazard insurance	months @	per month		
1002.	Mortgage insurance	months @	per month		
1003.	County property taxes	months @	per month		
1004.	Special Assessments	months @	per month		
1005.	POA Dues	months @	per month		
1006.	POA Dues	months @	per month		
1007.	Timber Taxes	months @	per month		
1008.	Other taxes	months @	per month		
1011.	Aggregate Adjustment				
1100. Title Charges					
1101.	Settlement or closing fee		to Lenders Title IN		
1102.	Abstract or title search		to Lenders Title IN		
1103.	Title examination		to		
1104.	Title insurance binder		to		
1105.	Document preparation		to		
1106.	Notary fees		to		
1107.	Attorney's fees		to		
	(includes above items numbers:)		
1108.	Title insurance		to Lenders Title IN		
	(includes above items numbers:)		
1109.	Lender's coverage		\$0.00/\$0.00		
1110.	Owner's coverage		\$10,000.00/\$35.00		
1111.	Processing Fee		to		
1112.	Overnight/Courier Fee		to		
1113.	Closing Protection Letter		to		
1114.	E-recording		to Lenders Title IN		
1200. Government Recording and Transfer Charges					
1201.	Recording Fees	Deed \$30.00 ; Mortgage ; Rel	to Craighead County Circuit Clerk		
1202.	City/county tax/stamps	Deed ; Mortgage	to		
1203.	State tax/stamps	Deed ; Mortgage	to		
1204.	Tax certificates		to		
1300. Additional Settlement Charges					
1301.	Survey		to		
1302.	Pest Inspection		to		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Dian Street 7/23/2020
 Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.