



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Agenda Public Works Council Committee

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Tuesday, October 3, 2017

5:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

### 3. Approval of minutes

**MIN-17:102** Minutes for the Public Works Committee Meeting on September 5, 2017

**Attachments:** [Public Works Minutes.pdf](#)

**MIN-17:109** Minutes for the Special Called Public Works Committee Meeting on September 19, 2017

**Attachments:** [SC Public Works 091917.pdf](#)

### 4. New Business

#### *ORDINANCES TO BE INTRODUCED*

**ORD-17:078** AN ORDINANCE TO THE CITY OF JONESBORO, ARKANSAS TO AMEND THE 2017 BUDGET AND PURCHASE PROPERTY LOCATED ON MOORE ROAD

**Sponsors:** Engineering

**Attachments:** [boundary plat](#)

[Addendum\\_Easton Agriculture](#)

[Gen Addendum Easton Agriculture](#)

[General Addendum\\_Easton Agriculture](#)

[REC 110 acres, Easton Agriculture](#)

[Addendum\\_Kings Ranch](#)

[Gen Addendum Kings Ranch](#)

[General Addendum\\_Kings Ranch](#)

[REC Kings Ranch \(2\)](#)

#### *RESOLUTIONS TO BE INTRODUCED*

**RES-17:137** A RESOLUTION TO ACCEPT DEEDS FOR REAL PROPERTY LOCATED NEXT TO ALLEN PARK

**Sponsors:** Engineering

**Attachments:** [Correction Quitclaim Deed](#)  
[Quitclaim Deed](#)

**RES-17:149** A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE RELEASE AND SUBROOGATION AGREEMENT WITH EMC INSURANCE REGARDING WOODBRIDGE SUBDIVISION, PHASE III

**Sponsors:** Engineering

**Attachments:** [Release and Subrogation Agreement](#)

**RES-17:154** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A MEMORANDUM OF AGREEMENT AND SUBGRANT AGREEMENT WITH ARKANSAS STATE GAME AND FISH COMMISSION FOR THE JONESBORO SHOOTING SPORTS COMPLEX

**Sponsors:** Engineering

**Attachments:** [boundary plat](#)  
[Jonesboro Range - Memorandum of Agreement - 09-21-17 - W..](#)  
[Jonesboro Range - Subgrant Agreement 09-21-17 - With Jo..](#)

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-17:102    **Version:** 1    **Name:** Minutes for the Public Works Committee Meeting on September 5, 2017  
**Type:** Minutes    **Status:** To Be Introduced  
**File created:** 9/8/2017    **In control:** Public Works Council Committee  
**On agenda:**    **Final action:**  
**Title:** Minutes for the Public Works Committee Meeting on September 5, 2017  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Public Works Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Public Works Committee Meeting on September 5, 2017



# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Public Works Council Committee

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Tuesday, September 5, 2017

5:00 PM

Municipal Center

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### 1. Call To Order

### 2. Roll Call by City Clerk Donna Jackson

*Mayor Harold Perrin was in attendance.*

**Present** 7 - Gene Vance;Chris Moore;John Street;Mitch Johnson;Charles Coleman;Ann Williams and LJ Bryant

### 3. Approval of minutes

#### [MIN-17:088](#)

Minutes for the Public Works Committee Meeting on August 1, 2017

**Attachments:** [Minutes](#)

**A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman;Ann Williams and LJ Bryant

#### [MIN-17:095](#)

Minutes for the special called Public Works Committee meeting on August 15, 2017

**Attachments:** [Minutes](#)

**A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, that this matter be Passed . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman;Ann Williams and LJ Bryant

### 4. New Business

#### [RES-17:141](#)

A RESOLUTION OF THE CITY OF JONESBORO, ARKANSAS AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH CONTINENTAL UTILITY SOLUTIONS, INC TO UTILIZE 2ND FLOOR OFFICE SPACE IN THE MUNICIPAL CENTER

**Attachments:** [CUSI Lease.docx](#)

*Chairman John Street stated that they need to walk on RES-17:141. He said this is a resolution for the lease on the second floor of the Municipal Building. It was just*

worked out last Thursday. City Attorney Carol Duncan said that she was working on it for Council with them. She said the lease that we had before was the lease that they had with the Mercantile Center before we bought it. So, when we made some changes to that lease because it wasn't standard to the leases that the City does, they had some questions and we ended up going back and forth for a while. It wasn't really intentional. It just happened. It took a little longer.

Chairman Street said we do need to do it because the lease expires August 31, 2017. Ms. Duncan said the lease does expire. Councilmember Street said that is the reason for the request that it be walked on. Mayor Perrin said that was correct.

Councilmember Mitch Johnson motioned, seconded by Councilmember Ann Williams, to walk on RES-17:141. All voted aye.

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Gene Vance, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman;Ann Williams and LJ Bryant

#### RESOLUTIONS TO BE INTRODUCED

##### RES-17:121

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE A PORTION OF MONROE AVENUE AS REQUESTED BY THE ROTARY CLUB OF JONESBORO

**Attachments:** [Conceptual Design Rotary Club FOA Rotary Club](#)

Chairman John Street said that is the section of the street down there that we have been talking about in front of the Forum. Councilmember Chris Moore asked if it was the same property just from the alleyway back. Chairman Street said yes, back to Church Street. Councilmember Moore asked if we were the only two property owners on that, the Foundation of Arts and the Park. Chairman Street said that is us too. Councilmember Moore said he wanted to make sure that we weren't closing that. Chairman Street said no. As he understands it, the ballards will still be able to be moved for Fire or Emergency vehicles or anything like that. Mayor Perrin said that was correct.

**A motion was made by Councilman Gene Vance, seconded by Councilman Charles Coleman, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman;Ann Williams and LJ Bryant

##### RES-17:131

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CLOSE AN ALLEYWAY BETWEEN 407 UNION STREET AND 411 UNION STREET AS REQUESTED BY MIKE EBBERT

**Attachments:** [Plat](#)

Chairman John Street asked City Engineer Craig Light to address that. Mr. Light said that it is a narrow alleyway between Mike Ebbert's property on Union Street and the United Way building that the City of Jonesboro owns on Union Street. It is roughly ten foot wide. They are wanting to put picnic tables in there to use it for their new tenant to

have some place to eat lunch outside. Again, it is a very narrow alleyway. I would be hesitant to drive a vehicle down through it. Councilmember Chris Moore asked if it was the one that goes East and West. Mr. Light said yes. Councilmember Moore said he assumes it continues across the street there and lines up with the old Citizen's Bank, that little narrow alley there. Is that the same alley? Mr. Light said he believes so. Councilman Gene Vance asked if it went behind Winter Wonderland. Councilman Moore said it does. Mayor Perrin said that it would dead end at Washington Street. Councilman Moore said we are going the other way. Councilman Vance said Monroe and Union. Councilmember Moore said this is between Madison and Union. Mr. Light said there is a route. It does run East West. Councilmember Moore said we are only abandoning the section that is between the two buildings. Mr. Light said we are not abandoning it. We are allowing it to be closed. Councilmember Moore asked if it was just the section between the two buildings and not the section that comes off Madison. Mr. Light said it is the red area on the plat. Chairman Street said it was just between the two buildings. Mayor Perrin said it was not the entire alley. Councilmember Moore said it was just the section between the two buildings. He said that he was just concerned about the section behind the city property with Winter Wonderland on that as long as it is not closing that.

**A motion was made by Councilman Mitch Johnson, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman;Ann Williams and LJ Bryant

**RES-17:133**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO AN AGREEMENT WITH FISHER & ARNOLD, INC. TO PERFORM PROFESSIONAL ENGINEERING SERVICES FOR A STORMWATER UTILITY DEVELOPMENT STUDY

**Attachments:** [Stormwater Utility Proposal](#)

Chairman John Street asked City Engineer Craig Light to address that. Chairman Street said that this is the study that would affix a fee per parcel for drainage. Mr. Light said that if you will remember earlier this year we proposed a stormwater utility fee to begin funding some of our drainage projects and ongoing maintenance of our drainage system. Based on the comments we received from the Council members and from the public, we decided that we probably need to step back and try to develop what that program would look like a little bit more, what those fees would be, what projects we were going to try to fund during a five-year period. We need to develop what our overall plan is, how we are going to charge those fees to property owners, how we are actually going to collect those monies, and basically, develop the program. Then, we can come back with a full ordinance to present that would have some options on what those fees could be versus how much work we could do annually for the Council to consider. It would be about a 10 to 12 month study phase. So, it would be about this time next year that we would be coming forward with a proposed ordinance with some options on what the fees would be. Mayor Perrin stated that it basically sets up the entire operation. It gives you a skeleton of exactly how to organize it, how to price it by parcel, and also tells you what we are going to try to approach to get fixed here in town. Some of these pipes are smaller and need to get larger. There is going to be a whole lot of work on Engineering to identify all of the hot spots in town and all of that we are going to incorporate in this. He said it would take 10-12 months to get this going. This will be the first phase and once that is done, the Council will come back and approve that and if it is, we will be in the stormwater management deal. What we are saying is that there is basically no additional revenue whatsoever. We are pulling money out of Capital Improvements to take care of some of these things on drainage and etc. and

*taking away from other jobs is what we are doing now. We will be doing that for years. It is time now to take a look at this. My deep concern here is because of all of the property in Jonesboro is in the floodplain and because of all the ditches that we have here and if we don't do anything with Big Bay Ditch and some of those others downstream, you are going to be looking at a major event sometime down the line. It is not will it happen, it is when it is going to happen. I think it is very important to get this study done. They have teamed up with Black & Veatch and they are the strongest in the United States. They have done it for Oregon, Seattle, and all of these big places that they have looked at. I am glad they have teamed up with this firm to come in and help them do this study.*

**A motion was made by Councilman Gene Vance, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman;Ann Williams and LJ Bryant

**RES-17:136**

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE LOW BID AND ENTER INTO A CONTRACT WITH CRABTREE & SON CONSTRUCTION, INC. FOR THE RACE ST. SIDEWALK & RR PEDESTRIAN. CROSSING (2017:26)

**Attachments:** [Contract Documents 2017 26](#)  
[Bid Tab](#)

*Chairman John Street said he thinks we have discussed this before. If you look at the bid tabs, Crabtree was the lowest bid. Why were two rejected? What was the \$51,880? Why was it rejected? City Engineer Craig Light said that they were missing certain pages out of their bid proposals that they didn't sign. I don't know the exact ones that weren't signed, but the anti-collusion type documents, the department type documents, if they don't sign those, it is a nonresponsive bid. Chairman Street said that left the \$52,858 from Crabtree and Sons as the low bid.*

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Chris Moore, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman;Ann Williams and LJ Bryant

**5. Pending Items**

**6. Other Business**

**7. Public Comments**

**8. Adjournment**

**A motion was made by Councilman Mitch Johnson, seconded by Councilman Gene Vance, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 6 - Gene Vance;Chris Moore;Mitch Johnson;Charles Coleman;Ann Williams and LJ Bryant



# City of Jonesboro

300 S. Church Street  
Jonesboro, AR 72401

## Legislation Details (With Text)

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**File #:** MIN-17:109    **Version:** 1    **Name:** Minutes for the Special Called Public Works Committee Meeting on September 19, 2017

**Type:** Minutes    **Status:** To Be Introduced

**File created:** 9/20/2017    **In control:** Public Works Council Committee

**On agenda:**    **Final action:**

**Title:** Minutes for the Special Called Public Works Committee Meeting on September 19, 2017

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [SC Public Works 091917.pdf](#)

Date	Ver.	Action By	Action	Result
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Minutes for the Special Called Public Works Committee Meeting on September 19, 2017





# City of Jonesboro

Municipal Center  
300 S. Church Street  
Jonesboro, AR 72401

## Meeting Minutes Public Works Council Committee

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Tuesday, September 19, 2017

5:15 PM

Municipal Center

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### Special Called Meeting

#### 1. Call To Order

#### 2. Roll Call by City Clerk Donna Jackson

**Present** 5 - Chris Moore; John Street; Charles Coleman; Ann Williams and LJ Bryant

**Absent** 2 - Gene Vance and Mitch Johnson

#### 3. New Business

#### RESOLUTIONS TO BE INTRODUCED

##### RES-17:145

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS TO ACCEPT THE EXECUTION OF THE LEASE AND AGREEMENT BY AND BETWEEN THE CITY OF JONESBORO AND COLSON CORPORATION FOR THE PURCHASE OF THE LEASED PREMISES

**Attachments:** [Colson Lease.pdf](#)  
[Colson Exhibit A.pdf](#)  
[Colson Purchase Option Letter.pdf](#)  
[Building Facilities Minutes September 13 2017](#)

*Chairman John Street said that RES-17:145 needed to be walked onto the Council meeting tonight because an end of the month date that is required for this. If you look in your packet, you will find the lease and any pertinent data. It was apparently done back in 1968 or 1969. The lease allowed them the option to purchase the property at the end of the lease for \$100. Mayor Harold Perrin said that was correct. This was an IDR or Industrial Revenue Bond back in 1968. It ended in 1988. They continued leasing that and paying the City \$1 and now they can exercise their right to purchase for \$100. I did take it to Building Facilities Committee to show them the lease. It was voted unanimously to bring it before this body for approval so we can go ahead and notify their lawyer and to set up the closing with the title company.*

*Councilmember Chris Moore asked City Attorney Carol Duncan if she reviewed all of that and if everything was on the up and up. Ms. Duncan said as far as I can tell.*

*Councilmember Moore asked Chairman Street what the emergency was to walk it on to tonight's Council. Mayor Perrin said the way the letter read, he doesn't think it is an emergency. He said he thinks it can wait. Councilmember Moore asked if it could go before the next regular meeting. Mayor Perrin said that it could. If we can get it all*

*through the next time, it would be good. Chairman Street said that the lessee intends to close as soon as possible and no later than September 29th. Mayor Perrin said because it is a resolution. If you read it for the first time in October, you will be ok.*

**A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, that this matter be Recommended to Council . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;Ann Williams and LJ Bryant

**Absent:** 2 - Gene Vance and Mitch Johnson

#### **4. Adjournment**

**A motion was made by Councilman Chris Moore, seconded by Councilwoman Ann Williams, that this meeting be Adjourned . The motion PASSED with the following vote.**

**Aye:** 4 - Chris Moore;Charles Coleman;Ann Williams and LJ Bryant

**Absent:** 2 - Gene Vance and Mitch Johnson



Legislation Details (With Text)

<b>File #:</b>	ORD-17:078	<b>Version:</b>	1	<b>Name:</b>	AMEND THE 2017 BUDGET AND PURCHASE PROPERTY LOCATED ON MOORE ROAD
<b>Type:</b>	Ordinance	<b>Status:</b>			To Be Introduced
<b>File created:</b>	9/22/2017	<b>In control:</b>			Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	AN ORDINANCE TO THE CITY OF JONESBORO, ARKANSAS TO AMEND THE 2017 BUDGET AND PURCHASE PROPERTY LOCATED ON MOORE ROAD				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">boundary plat</a> <a href="#">Addendum Easton Agriculture</a> <a href="#">Gen Addendum Easton Agriculture</a> <a href="#">General Addendum Easton Agriculture</a> <a href="#">REC 110 acres, Easton Agriculture</a> <a href="#">Addendum Kings Ranch</a> <a href="#">Gen Addendum Kings Ranch</a> <a href="#">General Addendum Kings Ranch</a> <a href="#">REC Kings Ranch (2)</a>				

Date	Ver.	Action By	Action	Result
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AN ORDINANCE TO THE CITY OF JONESBORO, ARKANSAS TO AMEND THE 2017 BUDGET AND PURCHASE PROPERTY LOCATED ON MOORE ROAD

WHEREAS, the City of Jonesboro passed the 2017 Budget in Ordinance Number 16:085, which will need to be amended to transfer funds from Reserves in order to effectuate the agreement for the purchase of property located on Moore Road;

WHEREAS, the City of Jonesboro desires to purchase two tracts of property totaling approximately 208 acres of land located on Moore Road, and more particularly described by the attached legal descriptions and plat of survey;

WHEREAS, the owner Easton Agriculture LLLP has agreed to sell to the City 118.81 acres of land on the terms and conditions set forth in the attached agreement for the purchase price of \$742,562.50;

WHEREAS, the owner Kings Ranch of Jonesboro, Inc. has agreed to sell to the City 89.91 acres of land on the terms and conditions set forth in the attached agreement for the purchase price of \$535,000.00;

WHEREAS, closing cost for the two tracts will not exceed \$1,000.00; and,

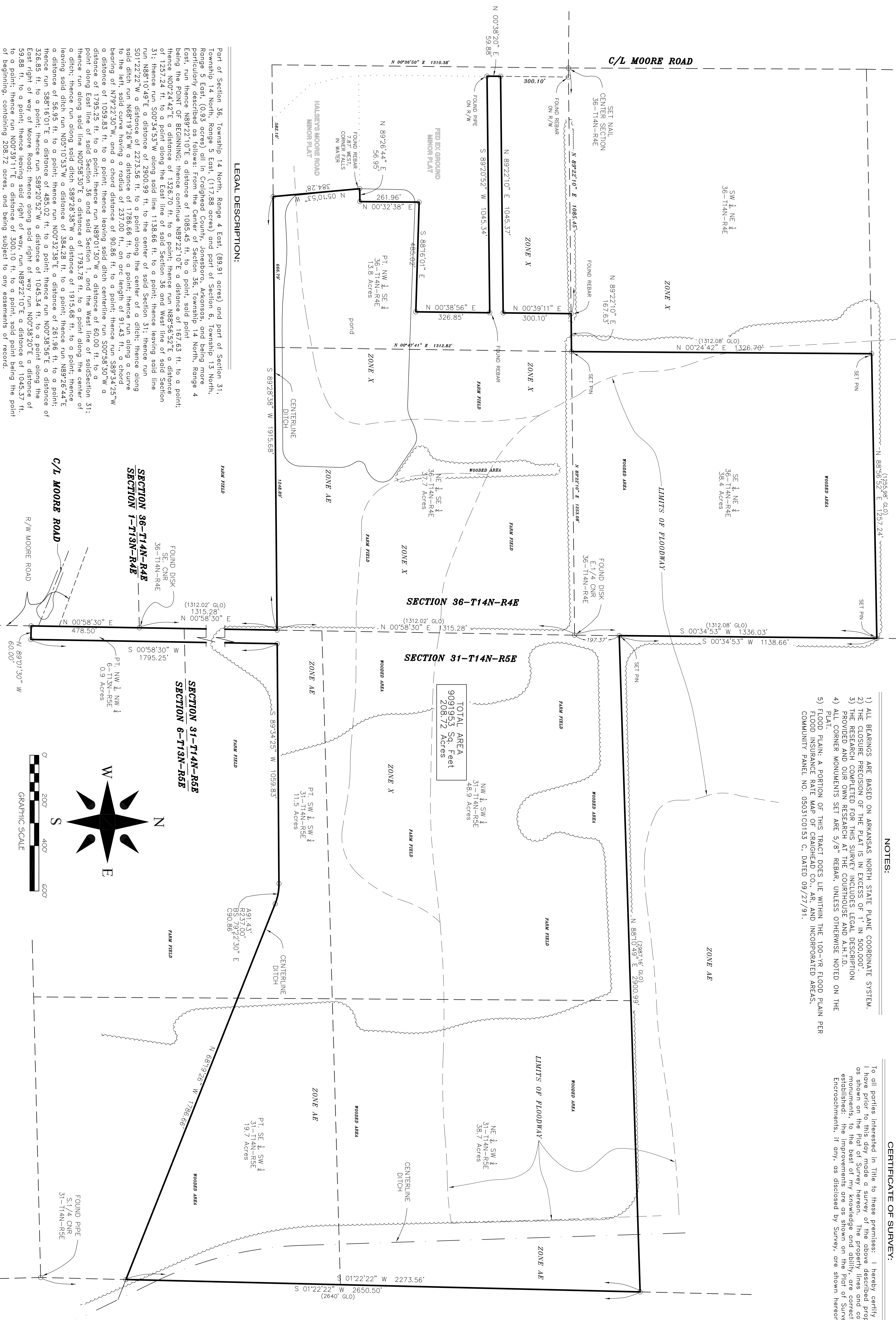
WHEREAS, funding for the execution of this agreement shall come from funds allocated from the

Reserves and compensation shall be paid in accordance with the agreements.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JONESBORO, ARKANSAS THAT:

SECTION 1: The 2017 Budget is hereby amended to increase the General Fund budget by transferring money from Reserves for the purchase of properties located on Moore Road.

Section 2: The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate these agreements.



**LEGAL DESCRIPTION:**

Part of Section 36, Township 14 North, Range 4 East, (89.91 acres) and part of Section 31, Township 14 North, Range 5 East, (117.88 acres) and part of Section 6, Township 13 North, Range 5 East, (0.93 acres) all in Craighead County, Jonesboro, Arkansas, and being more particularly described as follows: From the Center of Section 36, Township 14 North, Range 4 East, run thence N89°22'10"E a distance of 1085.45 ft. to a point, said point being the POINT OF BEGINNING; thence continue N89°22'10"E a distance of 167.63 ft. to a point; thence N00°24'42"E a distance of 1326.70 ft. to a point; thence run N88°56'52"E a distance of 1257.24 ft. to a point along the East line of said Section 36 and West line of said Section 31; thence run S00°34'53"W along said line 1138.66 ft. to a point; thence leaving said line run N88°10'49"E a distance of 2900.99 ft. to the center of said Section 31; thence run S01°22'22"W a distance of 2273.56 ft. to a point along the center of a ditch; thence along said ditch run N68°19'26"W a distance of 1786.66 ft. to a point; thence run along a chord bearing of N79°22'30"W, and a chord distance of 237.00 ft., an arc length of 91.43 ft., a chord distance of 1093.83 ft. to a point; thence run N89°01'30"W a distance of 60.00 ft. to a point along East line of said Section 31; thence run N89°01'30"W a distance of 1795.25 ft. to a point along East line of said Section 31; thence run along said line N00°58'30"E a distance of 1795.25 ft. to a point along the center of a ditch; thence run along said line S89°28'38"W a distance of 384.28 ft. to a point; thence leaving said line a distance of 56.95 ft. to a point; thence run N05°10'53"W a distance of 1007'32'38"E, a distance of 326.95 ft. to a point; thence run S89°20'52"W a distance of 485.02 ft. to a point; thence along the East line of said Section 31, thence along said line N00°38'02"E a distance of 1045.37 ft. to a point; thence run N00°38'02"E a distance of 300.10 ft. to a point, said point being the point of beginning, containing 208.72 acres, and being subject to any easements of record.

**SECTION 36-114N-R4E**  
SECTION 1-113N-R4E

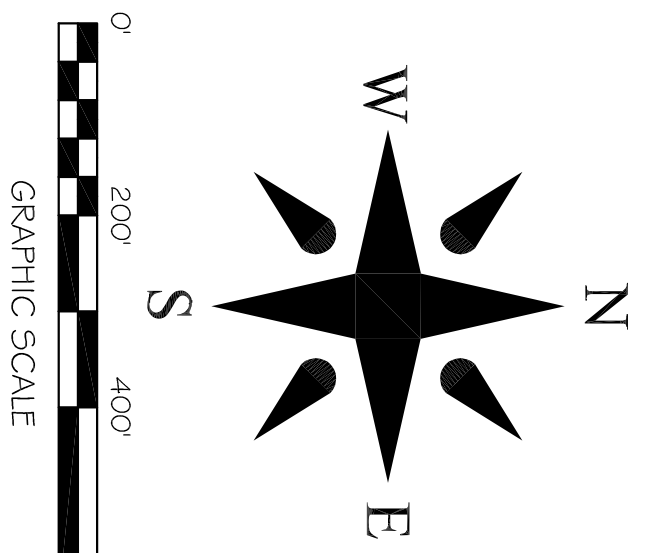
**SECTION 31-114N-R5E**  
SECTION 6-113N-R5E

TOTAL AREA  
909195.53 Sq. Feet  
208.72 Acres

- NOTES:**
- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
  - 2) THE GEODETIC PRECISION OF THE PLATS IS IN EXCESS OF 1 IN 500,000.
  - 3) THE PLAT IS THE PROPERTY OF CIVILOGIC AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT THE WRITTEN PERMISSION OF CIVILOGIC.
  - 4) ALL CORNER MONUMENTS SET ARE 5/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
  - 5) FLOOD PLAIN: A PORTION OF THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS. COMMUNITY PANEL NO. 0503100153 C, DATED 09/27/91.

**CERTIFICATE OF SURVEY:**

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established; the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.



**BOUNDARY SURVEY FOR CITY OF JONESBORO, ARKANSAS**

ENGINEERS PLANNERS SURVEYORS

203 Southwest Dr. - Jonesboro, AR - (870)932-7880 - www.civilogic.net

Date	9/14/17	Scale	1"=200'	Job No.	116074	Sheet No.	1 of 1
Section	36/31/6	Township	14N/14N/13N	Range	4E/5E/5E	County	CRAIGHEAD
Drawn By:	DB	Checked by:	GH				
ONLY COPIES WITH VIOLET COLORED SIGNATURE ARE ORIGINAL CIVILOGIC COPIES							
© 2017, Civilogic							

**REGISTERED PROFESSIONAL SURVEYOR**  
Arkansas  
No. 329

**CERTIFICATE OF ACCURACY**  
CIVILOGIC  
No. 329  
REGISTERED PROFESSIONAL ENGINEER

JOB NO.: 116074  
SHEET NUMBER

# General Addendum

Page 1 of 2



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Association

Form Serial Number: 026910-900149-6849388

Regarding the Contract/Agreement (Form Serial Number 079128-400145-9543454),  
dated (month) April (day) 11, (year) 2016, between Buyer/Lessee,  
City of Jonesboro, and Seller/Lessor,  
Easton Agriculture LLLP, covering the  
real property known as 110+/-acres, as shown in attached Exhibit "A" Jonesboro, Craighead  
County, AR 72401

(the "Property"), the undersigned Buyer/Lessee and Seller/Lessor, in consideration for the covenants,  
agreements and promises made below and other good and valuable consideration, receipt and  
sufficiency being acknowledged, agree as follows:

1. In regards to Paragraph 11 (Closing), Closing Date is October 10, 2017.
2. In regards to Paragraph 18 (Contingencies), Due Diligence Period is extended to  
September 25, 2017.

# General Addendum



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Page 2 of 2

This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract/Agreement not expressly modified herein. This General Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

**EXPIRATION:** This General Addendum shall not be effective unless signed by Buyer/Lessee and Seller/Lessor on on before (month) June (day) 15, (year) 2017, at 5:00  (a.m.)  (p.m.).

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2017.

**FORM SERIAL NUMBER: 026910-900149-6849388**

The above General Addendum is executed on (month) June (day) 7, (year) 2017, at 2:00  (a.m.)  (p.m.).

Selling Firm

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
**Principal or Executive Broker**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
**Selling Agent**

Signature: Harold Perrin

Printed Name: Mayor Harold Perrin  
**Buyer/Lessee**

Signature: \_\_\_\_\_

Printed Name: City of Jonesboro  
**Buyer/Lessee**

The above General Addendum is executed on (month) June (day) 8, (year) 2017, at 12:45  (a.m.)  (p.m.).

**Halsey Thrasher Harpole LLC**

Listing Firm

Signature: Jerry Halsey Jr

Printed Name: Jerry Halsey Jr  
**Principal or Executive Broker**

Signature: Gary Harpole

Printed Name: Jerry Halsey Jr/Gary Harpole  
**Listing Agent**

Signature: Carol Ward

Printed Name: Carol Ward  
**Seller/Lessor**

Signature: \_\_\_\_\_

Printed Name: Easton Agriculture LLLP  
**Seller/Lessor**

Page 2 of 2





# General Addendum



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Association

Page 1 of 2

**FORM SERIAL NUMBER:** 078862-100146-5567031

Regarding the Real Estate Contract (Form Serial Number 079128-400145-9543454),  
dated (month) April (day) 11, (year) 2016, between Buyer/Lessee,  
City of Jonesboro, and Seller/Lessor,  
Easton Agriculture LLP, covering the  
real property known as 110+/- acres, as shown in attached Exhibit "A", Jonesboro, Craighead  
County, AR 72401

(the "Property"), the undersigned Buyer and Seller, in consideration for the covenants, agreements  
and promises made below and other good and valuable consideration, receipt and sufficiency being  
acknowledged, agree as follows:

1. In regards to Paragraph 11(Closing), Closing Date is September 8, 2016.
2. In regards to Paragraph 18 (Contingencies), Due Diligence Period is extended to August  
24, 2016.

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Serial#: 078862-100146-5567031

Prepared by Jerry Halsey Jr | HALSEY THRASHER HARPOLE | jhalseyjr@halseythrasherharpole.com |

# General Addendum



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Page 2 of 2

This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract not expressly modified herein. This General Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

**EXPIRATION:** This General Addendum shall not be effective unless signed by Buyer/Lessee and Seller/Lessor on or before (month) June (day) 13, (year) 2016, at 2:00  (a.m.)  (p.m.).

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2016.

**FORM SERIAL NUMBER:** 078862-100146-5567031

The above General Addendum is executed on

(month) June (day) 10, (year) 2016, at 12:30  (a.m.)  (p.m.).

Selling Firm

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Principal or Executive Broker

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Selling Agent

Signature: Harold Perrin

Printed Name: Mayor Harold Perrin  
Buyer/Lessee

Signature: \_\_\_\_\_

Printed Name: City of Jonesboro  
Buyer/Lessee

The above General Addendum is executed on

(month) June (day) 13, (year) 2016, at 2:45  (a.m.)  (p.m.).

**Halsey Thrasher Harpole LLC**

Listing Firm

Signature: Jerry Halsey Jr

Printed Name: Jerry Halsey Jr  
Principal or Executive Broker

Signature: Jerry Halsey Jr

Printed Name: Jerry Halsey Jr  
Listing Agent

Signature: Carol Ward

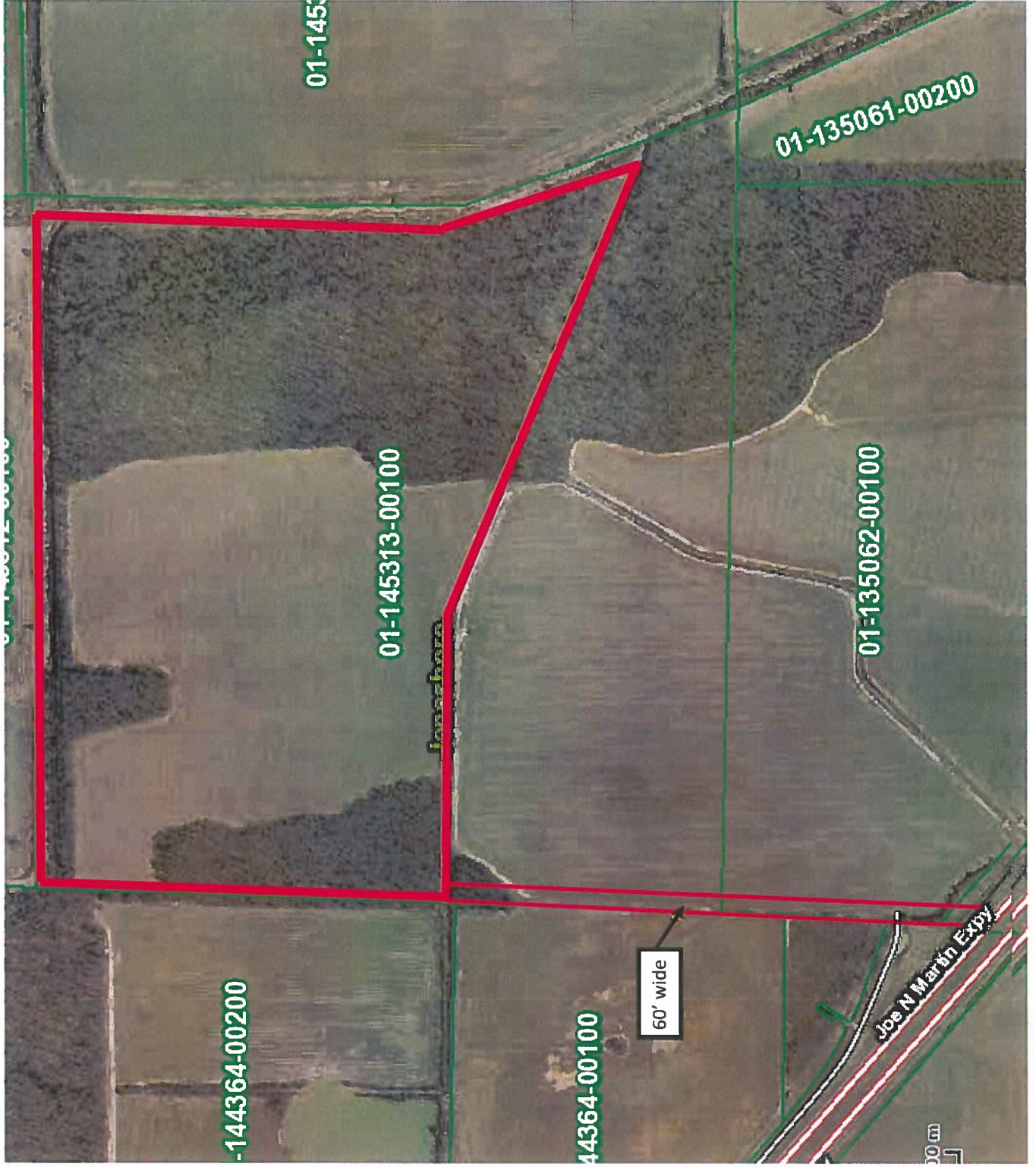
Printed Name: Carol Ward  
Seller/Lessor

Signature: Carol Ward, President

Printed Name: Easton Agriculture LLP  
Seller/Lessor

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Exhibit "A"





# General Addendum



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This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract not expressly modified herein. This General Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

**EXPIRATION:** This General Addendum shall not be effective unless signed by Buyer/Lessee and Seller/Lessor on or before (month) November (day) 15, (year) 2016, at 5:00  (a.m.)  (p.m.).

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

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**FORM SERIAL NUMBER: 061883-100147-8624367**

The above General Addendum is executed on (month) November (day) 10, (year) 2016, at 8:30  (a.m.)  (p.m.).

**Selling Firm**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
**Principal or Executive Broker**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
**Selling Agent**

Signature: Harold Perrin

Printed Name: Mayor Harold Perrin  
**Buyer/Lessee**

Signature: \_\_\_\_\_

Printed Name: City of Jonesboro  
**Buyer/Lessee**

The above General Addendum is executed on (month) November (day) 15, (year) 2016, at 4:55  (a.m.)  (p.m.).

**Halsey Thrasher Harpole LLC**

**Listing Firm**

Signature: Jerry Halsey Jr

Printed Name: Jerry Halsey Jr  
**Principal or Executive Broker**

Signature: Jerry Halsey Jr / Gary Harpole

Printed Name: Jerry Halsey Jr / Gary Harpole  
**Listing Agent**

Signature: Carol Ward

Printed Name: Carol Ward  
**Seller/Lessor**

Signature: Easton Agriculture, LLLP

Printed Name: Easton Agriculture, LLLP  
**Seller/Lessor**

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# Real Estate Contract (Commercial)



**HALSEY  
THRASHER  
HARPOLE**  
THE COMMERCIAL REAL ESTATE COMPANY



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**FORM SERIAL NUMBER:** 079128-400145-9543454

**1. PARTIES:** City of Jonesboro

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from Easton Agriculture LLP

(individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

**2. ADDRESS AND LEGAL DESCRIPTION:**

110+/-acres, as shown in attached Exhibit "A", Jonesboro, Craighead County, AR 72401

**3. PURCHASE PRICE:** Buyer shall pay the following to Seller for the Property (the "Purchase Price")

\$6,250 per deeded acre payable as follows:

Certified funds at closing

# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER:** 079128-400145-9543454

**4. CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by  general warranty deed  special warranty deed, in fee simple absolute, except it shall be subject to

recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 17. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

**5. TITLE INSURANCE:** Buyer and Seller understand that Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s). Within 30 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the Purchase Price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters that would interfere with Buyer's use or adversely affect the value of the Property, then within 10 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 10 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 10 day period, Seller fails to cure and/or waive such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 10 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- A. Terminate this Real Estate Contract by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- B. Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the Purchase Price; or
- C. Agree to extend the Closing date for 10 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the Closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after Closing, and shall pay all expenses related to the owner's title insurance policy.

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# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER:** 079128-400145-9543454

**6. NON-REFUNDABLE DEPOSIT:** The Non-Refundable Deposit (hereinafter referred to as "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. Paragraphs that constitute exclusive fault of the Seller include, but are not limited to, Paragraphs 5, 8, 11, 13B, 15B, 17, 18, or 20, as a termination pursuant to each of the listed paragraphs would cause Seller to forfeit the Deposit back to Buyer. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

- A.** The Deposit is not applicable.
- B.** Buyer will pay to Seller the Deposit in the amount of \$ \_\_\_\_\_
- i. Within \_\_\_\_\_ days following the date this Real Estate Contract has been signed by Buyer and Seller
  - ii. Within three (3) business days of execution of Paragraph 4(a) of the Inspection Repair & Survey Addendum;  
or
  - iii. Other: \_\_\_\_\_

**7. EARNEST MONEY:** Earnest money is in the amount of \$ \_\_\_\_\_ ("Earnest Money"), which shall apply toward Buyer's Purchase Price or Closing Costs. If at least one or more of the conditions of Paragraphs 5, 13B, and 20 (if any) have not been fulfilled, performed or removed, Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under this Real Estate Contract, or if after all conditions have been met Buyer fails to close this transaction, Earnest Money may, at the sole and exclusive option of Seller, be retained by Seller as liquidated damages. Alternatively, Seller may return Earnest Money and assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored upon first presentation to Buyer's bank. Buyer understands that failure to tender Earnest Money as required by this Paragraph 7 shall constitute a breach of this Real Estate Contract. Buyer and Seller agree that in the event of any dispute concerning entitlement to Earnest Money, Listing Firm may interplead Earnest Money into a court of competent jurisdiction, and upon such interpleading of Earnest Money, both Listing Firm and Selling Firm shall be released from liability to Buyer and Seller. Listing Firm shall be reimbursed for all costs and attorney's fees from the funds entered for interpleading.

- A.** Earnest Money is tendered by Buyer in the form of  cash  check. If Earnest Money is tendered by check, it will be made payable to  Listing Firm,  Closing Agent  Other \_\_\_\_\_.  
Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.
- B.** Earnest Money will be tendered by Buyer in the form of  cash  check. If Earnest Money is tendered by check, it will be made payable to  Listing Firm,  Closing Agent  Other \_\_\_\_\_.  
Earnest Money will be deposited within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17.)
- C.** No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.

The principal broker shall also be responsible and accountable for any funds delivered to an escrow agent selected by the principal broker, but shall not be responsible for funds delivered to an escrow agent selected by the parties.

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# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER:** 079128-400145-9543454

**8. SURVEY:** Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 8A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

**A.** A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor

showing property lines only  ALTA Certified Survey

showing all improvements, easements and any encroachments will be provided and paid for by:

Buyer  Seller  Equally split between Buyer and Seller.

**B.** No survey shall be provided.

**C.** Other \_\_\_\_\_

Specific Survey Requirements: \_\_\_\_\_

**Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.**

**9. PRORATIONS:** Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loans shall be prorated as of Closing, unless otherwise specified herein.

**10. FIXTURES AND ATTACHED EQUIPMENT:** Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price. If any personal property is included in the Purchase Price it will be described in a separate exhibit attached hereto and incorporated by reference herein (hereinafter referred to as the "Personal Property"). The Personal Property does not include any software or related materials that Seller does not have the legal right to transfer or license to Buyer, and does not include any items leased to Seller under any operating contract. Seller agrees to execute a Bill of Sale at Closing transferring ownership of the Personal Property to Buyer.

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# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER:** 079128-400145-9543454

**11. CLOSING:** Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) June (day) 30, (year) 2016. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by Closing date (or any written extension thereof) the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Paragraph 7.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so that Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection, to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

**Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.**

<u>Seller</u>	<u>Buyer</u>
Title Examination or search fees	Recording fees
Premium for owner's title insurance policy	Premium for mortgagee's title insurance policy
Preparation of conveyance documents	Preparation of loan documents
One-half of escrow fees	One-half of escrow fees
One-half of documentary stamps	One-half of documentary stamps
Other charges as customarily paid by Seller	Other charges customarily paid by Buyer
IRS Notification form	

This Real Estate Contract shall, unless otherwise specified in Paragraph 17 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 11 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

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# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER:** 079128-400145-9543454

**12. POSSESSION:** Possession of the Property shall be delivered to Buyer: (Check one)

A. Upon the Closing (Seller's delivery of executed and acknowledged Deed).

B. Other, as follows: Seller will receive ALL of 2016 corp

*ent. of yr*

**13. SELLER PROPERTY DISCLOSURE:** (Check one)

A. Buyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.

B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract.

C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

D. Buyer understands no disclosure form is available and will not be provided by Seller. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

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# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER:** 079128-400145-9543454

**14. ENVIRONMENTAL REPRESENTATION:** Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):

- A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and
- D. No underground storage tanks are located on the Property.

**15. TERMITE CONTROL REQUIREMENTS:** (Check one)

- A. None
- B. Seller shall provide prior to Closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer

**16. BUYER'S DISCLAIMER OF RELIANCE:**

**A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.**

**LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.**

**B. IN THE EVENT THAT THE INSPECTION, REPAIR AND SURVEY ADDENDUM IS USED, BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.**

**17. OTHER:**

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# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER:** 079128-400145-9543454

**18. CONTINGENCIES:** Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money and Buyer and Seller shall have no further obligation to each other unless otherwise provided in this Real Estate Contract.

Contingencies (check all that apply):

- A. Obtain satisfactory financing, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- B. Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within 60 days after acceptance.
- C. Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within 60 days after acceptance.
- D. Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within 60 days after acceptance.
- E. Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- F. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.
- G. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.
- H. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.

Additional requirements related to any of above contingencies:

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**Seller agrees to have all utilities connected and turned on to Property.**

Sellers hereby grant to Buyer, its agents and contractors, the right to enter upon the Property to make tests and/or inspections. If the Property is damaged by Buyer or Buyer's agents or contractors during Buyer's inspections or test of the Property, Buyer shall repair and restore the Property to substantially the same condition as existed prior to conducting the inspection and test. Buyer shall indemnify Seller and its agents and hold them harmless from any and all liability, damages, claims, expenses, including reasonable attorney's fees, judgments, proceedings and causes of action of any kind to the extent caused by Buyer's inspection and testing activities with such indemnity obligation expressly surviving Closing or termination of the Real Estate Contract for any reason.

# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER: 079128-400145-9543454**

**19. AGENCY:** (Check all that apply)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges that Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and that it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.
- B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge that Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed that Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Selling Firm represents Buyer.
- C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree that Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
  - (ii) by selecting this option 19C, Buyer and Seller acknowledge that when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
  - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed that Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges that Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.

**E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

**20. RISK OF LOSS:** Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds (in an amount not more than the Purchase Price with any proceeds in excess of the Purchase Price to remain the property of Seller) and the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys separately representing Buyer and Seller. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

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# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER: 079128-400145-9543454**

- 21. GOVERNING LAW:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.
- 22. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.
- 23. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 24. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 25. ACCEPTANCE:** The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.
- 26. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.
- 27. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 26) that all prevailing parties shall be entitled to an award of all costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
- 28. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
- 29. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

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# Real Estate Contract (Commercial)



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**FORM SERIAL NUMBER:** 079128-400145-9543454

**30. NOTICE:** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, or sent by overnight courier or certified mail, return receipt requested, addressed as follows:

If to Seller: Easton Agriculture LLP c/o Carol Ward, 6610 Taylor Chapel Lane, Jonesboro, AR 72401

With a copy to: Halsey Thrasher Harpole LLC, 4200 South Caraway Road, Jonesboro, AR 72404

If to Buyer: City of Jonesboro, 300 South Church Street, Jonesboro, AR 72401

With a copy to: \_\_\_\_\_

Or at such other address, and to the attention of such person, of which the parties shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the second day after the date of the mailing thereof or the first day after being sent by overnight courier.

**31. TAX DEFERRED EXCHANGE:** Each party agrees to cooperate with the other, if requested in writing, to effect a tax deferred exchange under the provisions of the Internal Revenue Code of 1986, as amended, provided such exchange is without cost or expense to cooperating party, and the requesting party shall indemnify and hold the other harmless from and against any cost or expense or other liability, tax or action which may be incurred in connection with such exchange.

**32. LICENSEE DISCLOSURE:** (Check all that apply):

**A.** Not Applicable.

**B.** One or more parties to this Real Estate Contract acting as a  Buyer  Seller hold a valid Arkansas Real Estate License.

**C.** One or more owners of any entity acting as  Buyer  Seller hold a valid Arkansas Real Estate License.

**33. EXPIRATION:** This Real Estate Contract expires if not accepted in writing by Seller on or before (month) April (day) 11 (year) 2016, at 4:00  (a.m.)  (p.m.).



# Real Estate Contract (Commercial)



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THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

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**FORM SERIAL NUMBER: 079128-400145-9543454**

The above Real Estate Contract is executed by Buyer on (month) April (day) 11, (year) 2016, at 4:00  (a.m.)  (p.m.).

Selling Firm

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: City of Jonesboro/Mayor Harold Perrin

Principal or Executive Broker

Buyer

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Selling Agent

Buyer

The above Real Estate Contract is executed by Seller on (month) April (day) 11, (year) 2016, at \_\_\_\_\_  (a.m.)  (p.m.).

**Halsey Thrasher Harpole LLC**

Listing Firm

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Jerry Halsey Jr

Printed Name: \_\_\_\_\_

Carol Ward

Principal or Executive Broker

Seller

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Gary Harpole

Printed Name: \_\_\_\_\_

Easton Agriculture LLP

Listing Agent

Seller

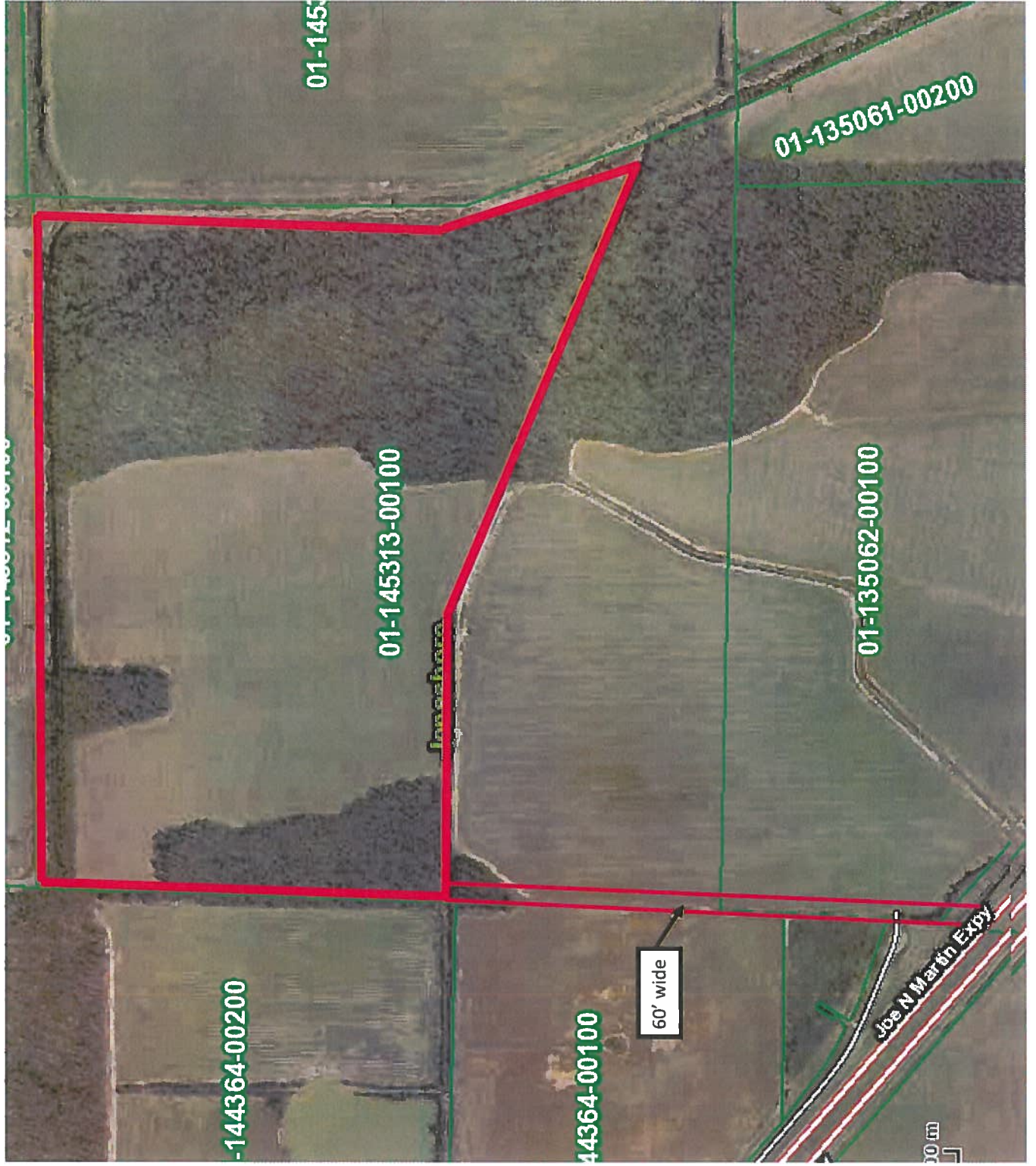
The above offer was  rejected  counter offered (Form Serial Number \_\_\_\_\_) on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_  (a.m.)  (p.m.).

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Seller's Initials

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Exhibit "A"



*Handwritten signature*

# General Addendum

Page 1 of 2



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Form Serial Number: 067088-900149-6849337

Regarding the Contract/Agreement (Form Serial Number 010425-300145-9543588),  
dated (month) April (day) 13, (year) 2016, between Buyer/Lessee,  
City of Jonesboro, and Seller/Lessor,  
Kings Ranch of Jonesboro, Inc., covering the

real property known as 89+/-acres, as shown in attached Exhibit "A", Jonesboro, Craighead  
County, AR 72401

(the "Property"), the undersigned Buyer/Lessee and Seller/Lessor, in consideration for the covenants,  
agreements and promises made below and other good and valuable consideration, receipt and  
sufficiency being acknowledged, agree as follows:

1. In regards to Paragraph 11, (Closing), Closing Date is October 10, 2017.
2. In regards to Paragraph 18, (Contingencies), Due Diligence Period is extended to  
September 25, 2017.

# General Addendum



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Page 2 of 2

This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract/Agreement not expressly modified herein. This General Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

**EXPIRATION:** This General Addendum shall not be effective unless signed by Buyer/Lessee and Seller/Lessor on on before (month) June (day) 15, (year) 2017, at 5:00  (a.m.)  (p.m.).

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

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**FORM SERIAL NUMBER:** 067088-900149-6849337

The above General Addendum is executed on (month) June (day) 7, (year) 2017, at 2:01  (a.m.)  (p.m.).

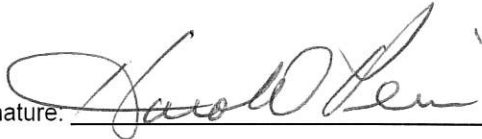
**Selling Firm**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
**Principal or Executive Broker**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
**Selling Agent**

Signature: 

Printed Name: Mayor Harold Perrin  
**Buyer/Lessee**

Signature: \_\_\_\_\_

Printed Name: City of Jonesboro  
**Buyer/Lessee**

The above General Addendum is executed on (month) June (day) 8, (year) 2017, at 1:30  (a.m.)  (p.m.).

**Halsey Thrasher Harpole LLC**

**Listing Firm**

Signature: 

Printed Name: Jerry Halsey Jr  
**Principal or Executive Broker**

Signature: 

Printed Name: Jerry Halsey Jr/Roddy Thrasher  
**Listing Agent**

Signature: 

Printed Name: Kings Ranch of Jonesboro Inc  
**Seller/Lessor**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
**Seller/Lessor**

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Exhibit "A"



# General Addendum



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Page 1 of 2

**FORM SERIAL NUMBER:** 011274-100146-5567742

Regarding the Real Estate Contract (Form Serial Number 010425-300145-9543588),  
dated (month) April (day) 13, (year) 2016, between Buyer/Lessee,  
City of Jonesboro, and Seller/Lessor,  
Kings Ranch of Jonesboro, Inc, covering the  
real property known as 89+/- acres, as shown in attached Exhibit "A", Jonesboro, Craighead  
County, AR 72401

(the "Property"), the undersigned Buyer and Seller, in consideration for the covenants, agreements  
and promises made below and other good and valuable consideration, receipt and sufficiency being  
acknowledged, agree as follows:

1. In regards to Paragraph 11 (Closing), Closing Date is September 8, 2016.
2. In regards to Paragraph 18 (Contingencies), Due Diligence Period is extended to August  
24, 2016.

Page 1 of 2

# General Addendum



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Page 2 of 2

This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract not expressly modified herein. This General Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

**EXPIRATION:** This General Addendum shall not be effective unless signed by Buyer/Lessee and Seller/Lessor on or before (month) June (day) 13, (year) 2016, at 2:00  (a.m.)  (p.m.).

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

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**FORM SERIAL NUMBER:** 011274-100146-5567742

The above General Addendum is executed on

(month) June (day) 10, (year) 2016, at 12:31  (a.m.)  (p.m.).

Selling Firm

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Principal or Executive Broker

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Selling Agent

Signature: Harold Perrin

Printed Name: Mayor Harold Perrin

Buyer/Lessee

Signature: \_\_\_\_\_

Printed Name: City of Jonesboro

Buyer/Lessee

The above General Addendum is executed on

(month) June (day) 13, (year) 2016, at 13:00  (a.m.)  (p.m.).

**Halsey Thrasher Harpole**

Listing Firm

Signature: Jerry Halsey Jr

Printed Name: Jerry Halsey Jr

Principal or Executive Broker

Signature: Jerry Halsey Jr

Printed Name: Jerry Halsey Jr

Listing Agent

Signature: Kings Ranch of Jonesboro Inc

Printed Name: Kings Ranch of Jonesboro Inc

Seller/Lessor

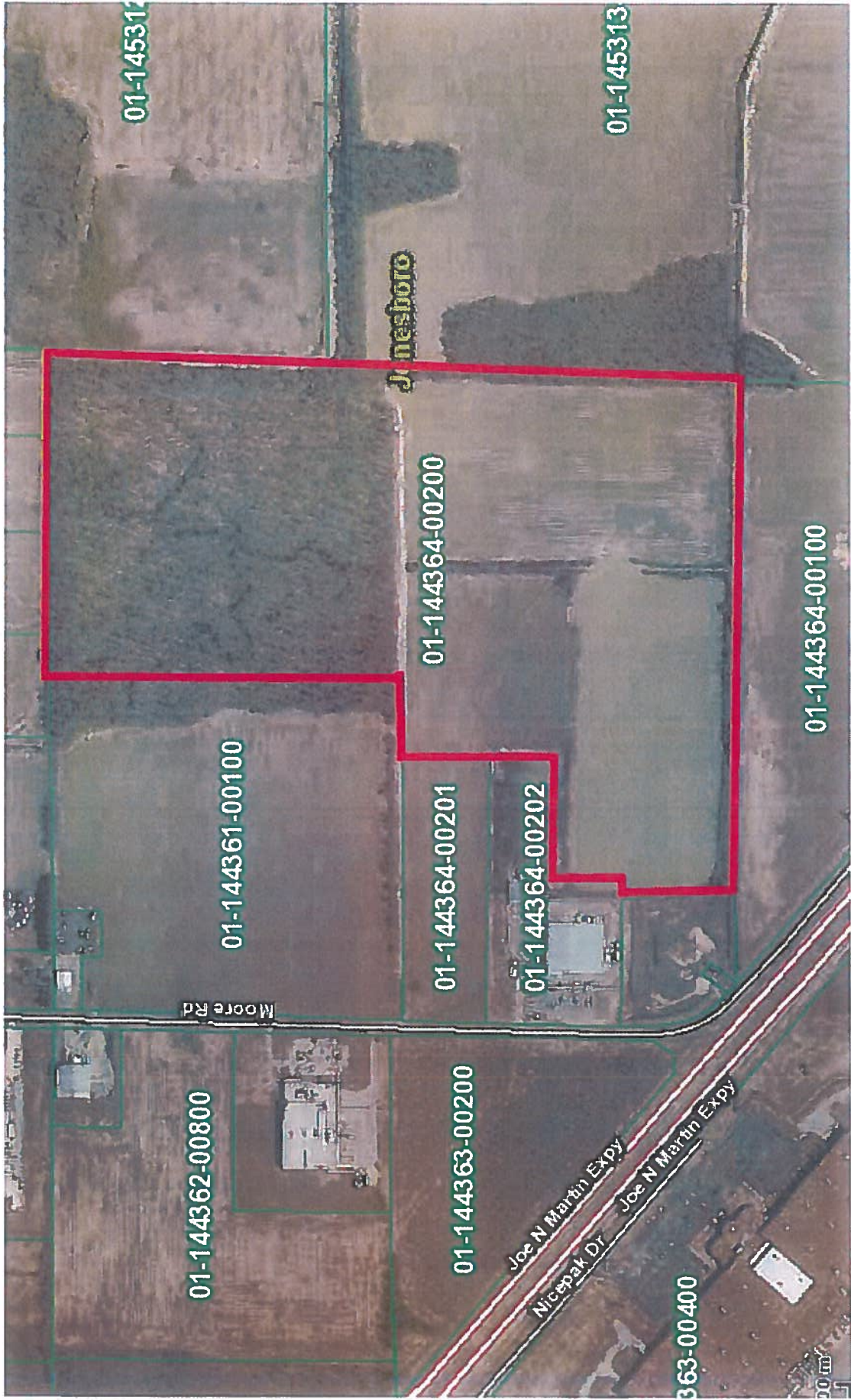
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Seller/Lessor

Page 2 of 2

Exhibit "A"





# General Addendum



**HALSEY  
THRASHER  
HARPOLE**  
THE COMMERCIAL REAL ESTATE COMPANY



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Page 1 of 2

FORM SERIAL NUMBER: 087186-300147-8624314

Regarding the Real Estate Contract (Form Serial Number 010425-300145-9543588),  
dated (month) April (day) 13, (year) 2016, between Buyer/Lessee,  
City of Jonesboro, and Seller/Lessor,  
Kings Ranch of Jonesboro, Inc., covering the  
real property known as 89+/- acres, as shown in attached Exhibit "A", Jonesboro, Craighead  
county, AR 72401

(the "Property"), the undersigned Buyer and Seller, in consideration for the covenants, agreements and promises made below and other good and valuable consideration, receipt and sufficiency being acknowledged, agree as follows:

1. In regards to Paragraph 11 (Closing), Closing Date is June 30, 2017.
2. In regards to Paragraph 18 (Contingencies), Due Diligence Period is extended to June 15, 2017.

# General Addendum



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Page 2 of 2

This General Addendum, upon its execution by both parties, incorporates by reference all provisions of the above-referenced Real Estate Contract not expressly modified herein. This General Addendum may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.

**EXPIRATION:** This General Addendum shall not be effective unless signed by Buyer/Lessee and Seller/Lessor on on before (month) November (day) 15, (year) 2016, at 5:00  (a.m.)  (p.m.).

THIS IS A LEGALLY BINDING AGREEMENT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

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**FORM SERIAL NUMBER: 087186-300147-8624314**

The above General Addendum is executed on (month) November (day) 10, (year) 2014, at 8:30  (a.m.)  (p.m.).

## Selling Firm

Signature: \_\_\_\_\_

Signature: 

Printed Name: \_\_\_\_\_  
**Principal or Executive Broker**

Printed Name: Mayor Harold Perrin  
**Buyer/Lessee**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
**Selling Agent**

Printed Name: City of Jonesboro  
**Buyer/Lessee**

The above General Addendum is executed on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_  (a.m.)  (p.m.).

## Halsey Thrasher Harpole LLC

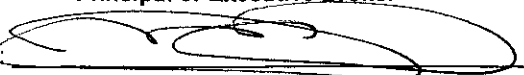
### Listing Firm

Signature: 

Signature: 

Printed Name: Jerry Halsey Jr  
**Principal or Executive Broker**

Printed Name: Kings Ranch of Jonesboro Inc  
**Seller/Lessor**

Signature: 

Signature: \_\_\_\_\_

Printed Name: Jerry Halsey Jr  
**Listing Agent**

Printed Name: \_\_\_\_\_  
**Seller/Lessor**

# Real Estate Contract (Commercial)



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Page 1 of 12

**FORM SERIAL NUMBER:** 010425-300145-9543588

**1. PARTIES:** *City of Jonesboro*

(individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from *Kings Ranch of Jonesboro, Inc.*

(individually or collectively, the "Seller"), the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

**2. ADDRESS AND LEGAL DESCRIPTION:**

*89 +/- acres, as shown in attached Exhibit "A", Jonesboro, Craighead County, AR 72401*

**3. PURCHASE PRICE:** Buyer shall pay the following to Seller for the Property (the "Purchase Price")

**\$535,000.00** payable as follows:

***Certified funds at closing.***

# Real Estate Contract (Commercial)



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Page 2 of 12

**FORM SERIAL NUMBER:** 010425-300145-9543588

- 4. CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by  general warranty deed  special warranty deed, in fee simple absolute, except it shall be subject to

recorded instruments and easements if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 17. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.** Seller warrants and represents only signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents that Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

- 5. TITLE INSURANCE:** Buyer and Seller understand that Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s). Within 30 days of acceptance, Seller shall furnish to Buyer a commitment for an American Land Title Association (ALTA) owner's title insurance policy in the amount of the Purchase Price issued by a company of Seller's choice authorized to insure title to real property in the State of Arkansas and which company is reasonably acceptable to Buyer.

Where the title commitment shows special exceptions to title other than those standard exceptions contained in the ALTA commitment form, and where such special exceptions relate to restrictions, conditions, defects or other matters that would interfere with Buyer's use or adversely affect the value of the Property, then within 10 days of delivery of the title commitment, Buyer shall deliver written notice thereof to Seller. Such notice shall state specifically those exceptions to which Buyer objects. All objections not specifically enumerated within such a timely delivered notice shall be deemed to be waived by Buyer.

Within 10 days of Buyer's delivery of notice of objections to Seller, Seller may cure such objections or have the exceptions waived or removed by the title company issuing the commitment. If, within such 10 day period, Seller fails to cure and/or waive such objections and exceptions, or within that period, Seller delivers written notice to Buyer that it will not so cure, then within 10 days from delivery of such notice from Seller or the end of the period within which Seller may cure (whichever is applicable), Buyer shall have the option to:

- Terminate this Real Estate Contract by delivering written notice thereof to Seller, in which event all sums paid or deposited by Buyer shall be returned to Buyer; or
- Agree to purchase the Property as scheduled subject to such objections and exceptions with no reduction in the Purchase Price; or
- Agree to extend the Closing date for 10 days to give Seller additional time to cure such objections. If Buyer fails to deliver notice of termination or grant an extension of the Closing date within that period, the objections shall be deemed to be waived and the transaction shall close as scheduled.

Seller shall furnish the committed owner's title insurance policy as soon as practicable after Closing, and shall pay all expenses related to the owner's title insurance policy.

Page 2 of 12

# Real Estate Contract (Commercial)



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Page 3 of 12

**FORM SERIAL NUMBER:** 010425-300145-9543588

**6. NON-REFUNDABLE DEPOSIT:** The Non-Refundable Deposit (hereinafter referred to as "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this transaction. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. Paragraphs that constitute exclusive fault of the Seller include, but are not limited to, Paragraphs 5, 8, 11, 13B, 15B, 17, 18, or 20, as a termination pursuant to each of the listed paragraphs would cause Seller to forfeit the Deposit back to Buyer. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be commingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

- A.** The Deposit is not applicable.
- B.** Buyer will pay to Seller the Deposit in the amount of \$ \_\_\_\_\_
  - i. Within \_\_\_\_\_ days following the date this Real Estate Contract has been signed by Buyer and Seller
  - ii. Within three (3) business days of execution of Paragraph 4(a) of the Inspection Repair & Survey Addendum;  
or
  - iii. Other: \_\_\_\_\_

**7. EARNEST MONEY:** Earnest money is in the amount of \$ \_\_\_\_\_ ("Earnest Money"), which shall apply toward Buyer's Purchase Price or Closing Costs. If at least one or more of the conditions of Paragraphs 5, 13B, and 20 (if any) have not been fulfilled, performed or removed, Earnest Money shall be promptly refunded to Buyer. If Buyer fails to fulfill his obligations under this Real Estate Contract, or if after all conditions have been met Buyer fails to close this transaction, Earnest Money may, at the sole and exclusive option of Seller, be retained by Seller as liquidated damages. Alternatively, Seller may return Earnest Money and assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Buyer warrants, represents and acknowledges that the check tendered will be honored upon presentation to Buyer's bank, and that Buyer shall be in default of this Real Estate Contract if the check is not honored upon first presentation to Buyer's bank. Buyer understands that failure to tender Earnest Money as required by this Paragraph 7 shall constitute a breach of this Real Estate Contract. Buyer and Seller agree that in the event of any dispute concerning entitlement to Earnest Money, Listing Firm may interplead Earnest Money into a court of competent jurisdiction, and upon such interpleading of Earnest Money, both Listing Firm and Selling Firm shall be released from liability to Buyer and Seller. Listing Firm shall be reimbursed for all costs and attorney's fees from the funds entered for interpleading.

- A.** Earnest Money is tendered by Buyer in the form of  cash  check. If Earnest Money is tendered by check, it will be made payable to  Listing Firm,  Closing Agent  Other \_\_\_\_\_.  
Earnest Money will be deposited by Listing Firm no later than three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller.
- B.** Earnest Money will be tendered by Buyer in the form of  cash  check. If Earnest Money is tendered by check, it will be made payable to  Listing Firm,  Closing Agent  Other \_\_\_\_\_.  
Earnest Money will be deposited within three (3) business days following the date this Real Estate Contract has been signed by Buyer and Seller. (If Earnest Money is not to be tendered within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller, see Paragraph 17.)
- C.** No Earnest Money will be tendered. References to Earnest Money in this Real Estate Contract shall not be applicable and are deemed deleted.

The principal broker shall also be responsible and accountable for any funds delivered to an escrow agent selected by the principal broker, but shall not be responsible for funds delivered to an escrow agent selected by the parties.

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# Real Estate Contract (Commercial)



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**8. SURVEY:** Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 8A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

**A.** A new survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor

showing property lines only  ALTA Certified Survey

showing all improvements, easements and any encroachments will be provided and paid for by:

Buyer  Seller  Equally split between Buyer and Seller.

**B.** No survey shall be provided.

**C.** Other \_\_\_\_\_

Specific Survey Requirements: \_\_\_\_\_

**Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.**

**9. PRORATIONS:** Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes and special assessments, rental payments and interest on any assumed loans shall be prorated as of Closing, unless otherwise specified herein.

**10. FIXTURES AND ATTACHED EQUIPMENT:** Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price. If any personal property is included in the Purchase Price it will be described in a separate exhibit attached hereto and incorporated by reference herein (hereinafter referred to as the "Personal Property"). The Personal Property does not include any software or related materials that Seller does not have the legal right to transfer or license to Buyer, and does not include any items leased to Seller under any operating contract. Seller agrees to execute a Bill of Sale at Closing transferring ownership of the Personal Property to Buyer.

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**11. CLOSING:** Closing is the date and time at which Seller delivers the executed and acknowledged deed. Buyer and Seller agree the Closing date will be (month) June (day) 30, (year) 2016. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by Closing date (or any written extension thereof) the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Paragraph 7.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's settlement statement to Listing Firm (in addition to Seller) and Buyer's settlement statement to Selling Firm (in addition to Buyer) prior to settlement so that Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection, to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

**Unless otherwise agreed by Buyer and Seller, transaction costs will be paid by the party indicated below.**

Seller

- Title Examination or search fees
- Premium for owner's title insurance policy
- Preparation of conveyance documents
- One-half of escrow fees
- One-half of documentary stamps
- Other charges as customarily paid by Seller
- IRS Notification form

Buyer

- Recording fees
- Premium for mortgagee's title insurance policy
- Preparation of loan documents
- One-half of escrow fees
- One-half of documentary stamps
- Other charges customarily paid by Buyer

This Real Estate Contract shall, unless otherwise specified in Paragraph 17 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 11 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

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**12. POSSESSION:** Possession of the Property shall be delivered to Buyer: (Check one)

- A.** Upon the Closing (Seller's delivery of executed and acknowledged Deed).
- B.** Other, as follows: \_\_\_\_\_

**13. SELLER PROPERTY DISCLOSURE:** (Check one)

- A.** Buyer and Seller acknowledge that upon the authorization of Seller either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) \_\_\_\_\_ (day)\_\_\_\_, (year)\_\_\_\_, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.
- B.** Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract.
- C.** Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 16 of this Real Estate Contract. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.**
- D.** Buyer understands no disclosure form is available and will not be provided by Seller. **BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.**

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**14. ENVIRONMENTAL REPRESENTATION:** Seller hereby represents to Buyer that to Seller's knowledge (unless otherwise disclosed herein):

- A. The Property is not the subject of any judicial or administrative notice or action relating to hazardous waste or environmental contamination;
- B. Seller has received no notice of any claim or violation of any law or regulation having to do with environmental protection;
- C. No hazardous or toxic substances have been stored, processed, or disposed of on the Property during the period that Seller has owned the Property; and
- D. No underground storage tanks are located on the Property.

**15. TERMITE CONTROL REQUIREMENTS:** (Check one)

- A. None
- B. Seller shall provide prior to Closing, at Seller's expense, a current termite control policy issued by a licensed operator, satisfactory to Buyer

**16. BUYER'S DISCLAIMER OF RELIANCE:**

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. IN THE EVENT THAT THE INSPECTION, REPAIR AND SURVEY ADDENDUM IS USED, BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

**17. OTHER:**

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**18. CONTINGENCIES:** Buyer's offer to purchase the Property is expressly contingent upon Buyer's satisfaction of the contingencies checked below within the deadline indicated for each contingency. Buyer shall notify Seller in writing when the contingencies are satisfied. If Buyer fails to provide such written notice before the indicated deadline that a contingency checked below has been satisfied, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money and Buyer and Seller shall have no further obligation to each other unless otherwise provided in this Real Estate Contract.

Contingencies (check all that apply):

- A. Obtain satisfactory financing, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- B. Obtain satisfactory results of a feasibility study, in Buyer's sole discretion, within 60 days after acceptance.
- C. Obtain satisfactory results of a Property inspection, in Buyer's sole discretion, within 60 days after acceptance.
- D. Obtain satisfactory results of an environmental report, in Buyer's sole discretion, within 60 days after acceptance.
- E. Obtain satisfactory rezoning, platting, re-platting, or zoning verification, in Buyer's sole discretion, within \_\_\_\_\_ days after acceptance.
- F. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.
- G. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.
- H. \_\_\_\_\_  
within \_\_\_\_\_ days after acceptance.

Additional requirements related to any of above contingencies:

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**Seller agrees to have all utilities connected and turned on to Property.**

Sellers hereby grant to Buyer, its agents and contractors, the right to enter upon the Property to make tests and/or inspections. If the Property is damaged by Buyer or Buyer's agents or contractors during Buyer's inspections or test of the Property, Buyer shall repair and restore the Property to substantially the same condition as existed prior to conducting the inspection and test. Buyer shall indemnify Seller and its agents and hold them harmless from any and all liability, damages, claims, expenses, including reasonable attorney's fees, judgments, proceedings and causes of action of any kind to the extent caused by Buyer's inspection and testing activities with such indemnity obligation expressly surviving Closing or termination of the Real Estate Contract for any reason.

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**19. AGENCY:** (Check all that apply)

- A. LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges that Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and that it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed that Selling Firm represents Seller.
- B. LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge that Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed that Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed that Selling Firm represents Buyer.
- C. LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree that Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and that Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
  - (ii) by selecting this option 19C, Buyer and Seller acknowledge that when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
  - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed that Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges that Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and that it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact, Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.

**E. NON-REPRESENTATION:** See Non-Representation Disclosure Addendum

**20. RISK OF LOSS:** Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Should the Property be damaged or destroyed prior to Closing, Buyer shall have the option to: (i) enter into a separate written agreement with Seller whereby Seller will agree to restore the Property to its condition at the time this Real Estate Contract was accepted, (ii) accept all insurance proceeds (in an amount not more than the Purchase Price with any proceeds in excess of the Purchase Price to remain the property of Seller) and the Property in its existing condition, or (iii) terminate this Real Estate Contract and recover the Earnest Money. Buyer and Seller agree any written agreement concerning option (i) or (ii) above shall be prepared only by licensed attorneys separately representing Buyer and Seller. Notwithstanding the choice selected in Paragraph 16, Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

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- 21. GOVERNING LAW:** This Real Estate Contract shall be governed by the laws of the State of Arkansas.
- 22. SEVERABILITY:** The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.
- 23. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 24. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 25. ACCEPTANCE:** The term "acceptance" as used herein shall mean the later of the two dates on which this Real Estate Contract is signed by Seller or Buyer, as indicated by their signatures below, which later date shall be the date of final execution and agreement by the parties hereto. If any date or deadline provided for herein falls on Saturday, Sunday, or a holiday, the applicable date shall be the next business day.
- 26. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.
- 27. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 26) that all prevailing parties shall be entitled to an award of all costs and attorney's fees incurred in defense of such initiated action against the non-prevailing party.
- 28. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same.
- 29. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with the FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045-4) to (i) be the "reporting person" under state and federal tax laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.

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**30. NOTICE:** All notices, requests and other communications under this Agreement shall be in writing and shall be delivered in person, or sent by overnight courier or certified mail, return receipt requested, addressed as follows:

If to Seller: Kings Ranch of Jonesboro, 2908 Day Drive, Jonesboro, AR 72404

With a copy to: Halsey Thrasher Harpole LLC, 4200 South Caraway Road, Jonesboro, AR 72404

If to Buyer: City of Jonesboro, 300 South Church Street, Jonesboro, AR 72401

With a copy to: \_\_\_\_\_

Or at such other address, and to the attention of such person, of which the parties shall have given notice as herein provided. All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes hereof on the second day after the date of the mailing thereof or the first day after being sent by overnight courier.

**31. TAX DEFERRED EXCHANGE:** Each party agrees to cooperate with the other, if requested in writing, to effect a tax deferred exchange under the provisions of the Internal Revenue Code of 1986, as amended, provided such exchange is without cost or expense to cooperating party, and the requesting party shall indemnify and hold the other harmless from and against any cost or expense or other liability, tax or action which may be incurred in connection with such exchange.

**32. LICENSEE DISCLOSURE:** (Check all that apply):

**A.** Not Applicable.

**B.** One or more parties to this Real Estate Contract acting as a  Buyer  Seller hold a valid Arkansas Real Estate License.

**C.** One or more owners of any entity acting as  Buyer  Seller hold a valid Arkansas Real Estate License.

**33. EXPIRATION:** This Real Estate Contract expires if not accepted in writing by Seller on or before (month) April (day) 14, (year) 2016, at 4:00  (a.m.)  (p.m.).

*13/14/16*

# Real Estate Contract (Commercial)



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THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS® ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2016.

**FORM SERIAL NUMBER: 010425-300145-9543588**

The above Real Estate Contract is executed by Buyer on (month) April (day) 11, (year) 2016, at 4:00  (a.m.)  (p.m.).

Halsey Thrasher  
Selling Firm  
Signature: \_\_\_\_\_ Signature: David Pen  
Printed Name: \_\_\_\_\_ Printed Name: City of Jonesboro  
Principal or Executive Broker Buyer

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Selling Agent Buyer

The above Real Estate Contract is executed by Seller on (month) April (day) 13th, (year) 2016, at 3:15  (a.m.)  (p.m.).

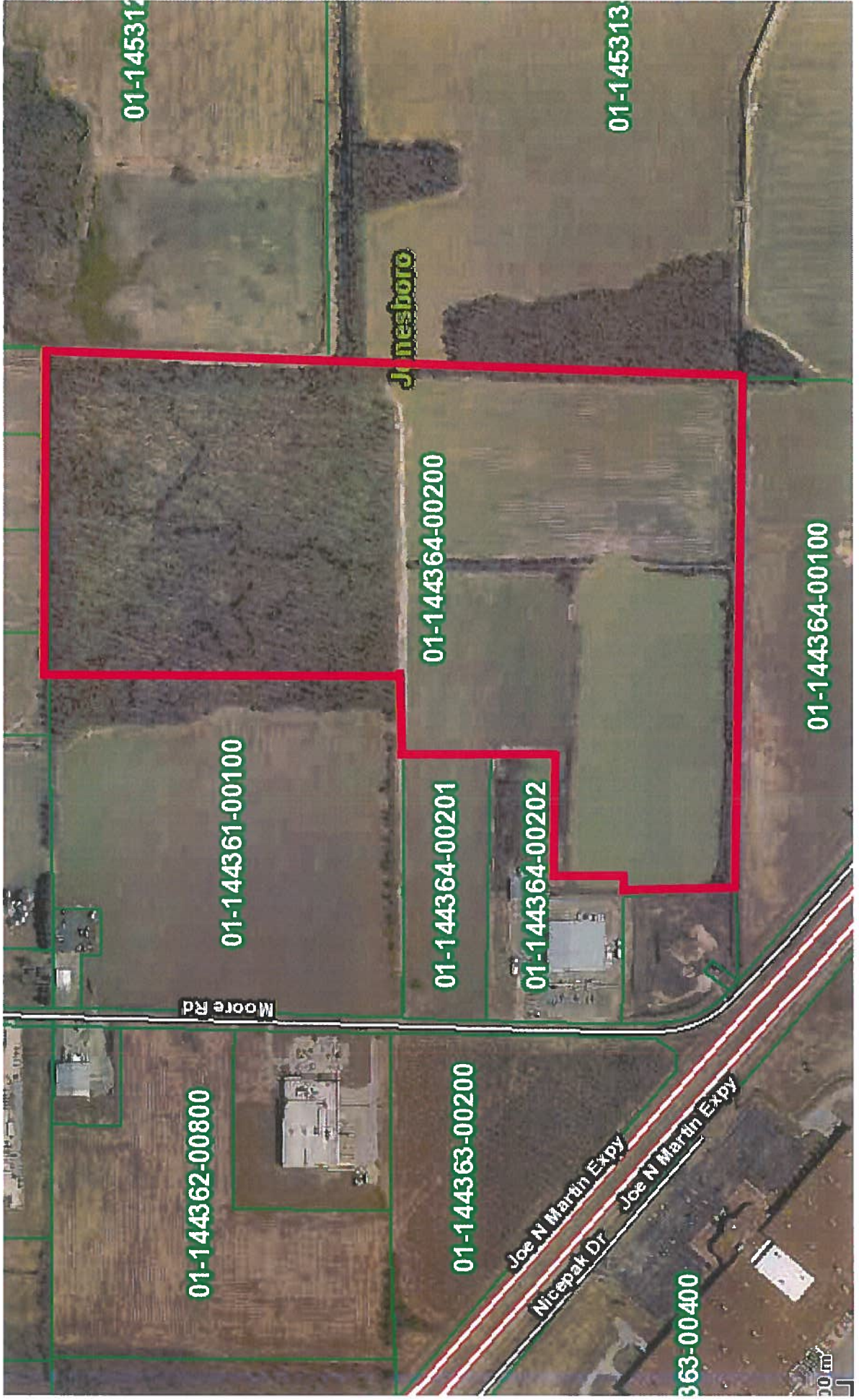
Halsey Thrasher Harpole LLC  
Listing Firm  
Signature: Roddy Thrasher Signature: John  
Printed Name: Roddy Thrasher Printed Name: Kings Ranch of Jonesboro Inc  
Principal or Executive Broker Seller

Signature: Roddy Thrasher Signature: \_\_\_\_\_  
Printed Name: Roddy Thrasher Printed Name: \_\_\_\_\_  
Listing Agent Seller

The above offer was  rejected  counter offered (Form Serial Number \_\_\_\_\_) on (month) \_\_\_\_\_ (day) \_\_\_\_\_, (year) \_\_\_\_\_, at \_\_\_\_\_  (a.m.)  (p.m.).

\_\_\_\_\_ Seller's Initials \_\_\_\_\_ Seller's Initials

Exhibit "A"





## Legislation Details (With Text)

<b>File #:</b>	RES-17:137	<b>Version:</b>	1	<b>Name:</b>	ACCEPT DEEDS FOR REAL PROPERTY LOCATED NEXT TO ALLEN PARK
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	8/31/2017	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION TO ACCEPT DEEDS FOR REAL PROPERTY LOCATED NEXT TO ALLEN PARK				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>	Other, Property purchase - real				
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Correction Quitclaim Deed</a> <a href="#">Quitclaim Deed</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO ACCEPT DEEDS FOR REAL PROPERTY LOCATED NEXT TO ALLEN PARK WHEREAS, Brenda Rainwater and Jon A. Motta desire to transfer ownership of certain real property located next to Allen Park to the City of Jonesboro; and,

WHEREAS, Brenda Rainwater and Jon A. Motta executed a Quitclaim Deed in favor of the City of Jonesboro for certain real property on July 11, 2001; and filed said deed with County Court Clerk in Deed Book 620 on Page 285; and,

WHEREAS, the legal description included on the Quitclaim Deed has been found to be incorrect; and,

WHEREAS, a Correction Quitclaim Deed, in favor of the City of Jonesboro, has been prepared and has been executed by Brenda Rainwater and Jon A. Motta (attached); and,

WHEREAS, Brenda Rainwater and Jon A. Motta executed a separate Quitclaim Deed in favor of the City of Jonesboro, for the two additional tracts of real property that abut Allen Park (attached); and,

WHEREAS, the City of Jonesboro desires to accept all three tracts of real property from Brenda Rainwater and Jon A. Motta.

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

Section 1: The Mayor and the City Clerk are hereby authorized to accept the Quitclaim Deeds from Brenda Rainwater and Jon A. Motta dated August 22, 2017 and dated August 31, 2017.



This instrument prepared by Carol Duncan, City Attorney

### CORRECTION QUITCLAIM DEED

*KNOW ALL MEN BY THESE PRESENTS:*

That We, BRENDA RAINWATER, a single person, and JON A. MOTTA, a single person, GRANTOR(S) for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration in hand by CITY OF JONESBORO, ARKANSAS, GRANTEE(S), the receipt of which is hereby acknowledged, hereby grant, convey, sell and quitclaim unto said GRANTEE(S), and unto their heirs and assigns forever, the following lands lying in Craighead County, Arkansas.

ALL MY RIGHT, TITLE, INTEREST AND CLAIM IN AND TO THE FOLLOWING LANDS:


A Part of the Replat of Lots 4 through 6, Block A in Curtview Acres, as shown by Plat in Plat Cabinet "C" Page 76 at Jonesboro more particularly described as follows: Beginning at the Southeast corner of aforesaid described Replat and run North 89°46'00" West 15 feet; thence run North 01°05'00" East 315 feet to the Point of Beginning Proper; thence continue North 01°05'00" East 105.65 feet; thence run South 89°46'00" East 15 feet; thence run South 01°05'00" West 105.65 feet; thence run North 89°46'00" West 15 feet to the Point of Beginning Proper.

NOTE: This Correction Quitclaim Deed is being executed to correct the legal description of the Quitclaim Deed recorded in Deed Book 260 on Page 285, which was executed on July 11, 2001.

To have and to hold the same unto the said GRANTEE(S), and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

WITNESS my hand and seal on this 22<sup>nd</sup> day of August, 2017

  
BRENDA RAINWATER

  
JON A. MOTTA

STATE OF ARKANSAS  
COUNTY OF Craighead

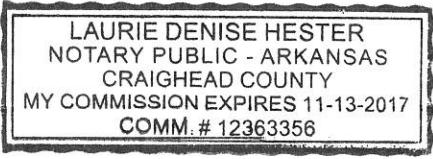
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August 2017 by Brenda Rainwater, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Laurie Denise Hester  
Notary Signature

(Seal)

Commission Number 12363356

My Commission Expires: 11-13, 2017



STATE OF FLORIDA  
COUNTY OF Palm Beach

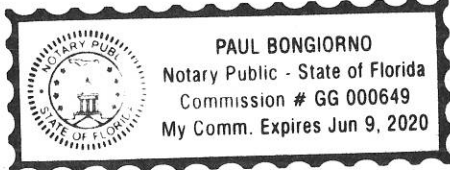
The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of August, 2017 by Jon A Motta, who is personally known to me or who has produced Florida Drivers License as identification.

Paul Bongiorno  
Notary Signature

(Seal)

Commission Number GG 000649

My Commission Expires: June 9<sup>th</sup>, 2020



This instrument prepared by Carol Duncan, City Attorney

## QUITCLAIM DEED

*KNOW ALL MEN BY THESE PRESENTS:*

That We, BRENDA RAINWATER, a single person, and JON A. MOTTA, a single person, GRANTOR(S) for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration in hand by CITY OF JONESBORO, ARKANSAS, GRANTEE(S), the receipt of which is hereby acknowledged, hereby grant, convey, sell and quitclaim unto said GRANTEE(S), and unto their heirs and assigns forever, the following lands lying in Craighead County, Arkansas.

ALL MY RIGHT, TITLE, INTEREST AND CLAIM IN AND TO THE FOLLOWING LANDS:

A Part of the Replat of Lots 4 through 6, Block A in Curtview Acres, as shown by Plat in Plat Cabinet "C" Page 76 at Jonesboro more particularly described as follows:

Tract 1 - Beginning at the Southeast corner of aforesaid described Replat as the Point of Beginning Proper; thence run North 89°46'00" West 15 feet; thence run North 01°05'00" East 70 feet; thence run South 89°46'00" East 15 feet; thence run South 01°05'00" West 70 feet to the Point of Beginning Proper; and,

Tract 2 - Beginning at the Southeast corner of aforesaid described Replat and run North 89°46'00" West 15 feet; thence run North 01°05'00" East 140 feet to the Point of Beginning Proper; thence continue North 01°05'00" East 70 feet; thence run south 89°46'00" East 15 feet; thence run South 01°05'00" West 70 feet; thence run North 89°46'00" West 15 feet to the Point of Beginning Proper; and,

To have and to hold the same unto the said GRANTEE(S), and unto their heirs and assigns forever, with all appurtenances thereunto belonging.

WITNESS my hand and seal on this 31<sup>st</sup> day of August, 2017

  
BRENDA RAINWATER

  
JON A. MOTTA

STATE OF ARKANSAS  
COUNTY OF Craighead

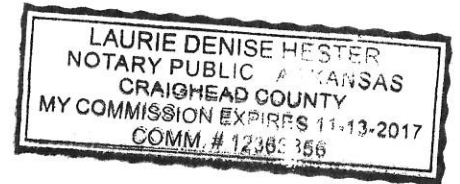
The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August, 2017 by Brenda Rainwater, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Laurie Denise Hester  
Notary Signature

(Seal)

Commission Number # 1236356

My Commission Expires: 11-13, 2017



WITNESS my hand and seal on this 31<sup>st</sup> day of August, 2017

STATE OF FLORIDA  
COUNTY OF Palm Beach

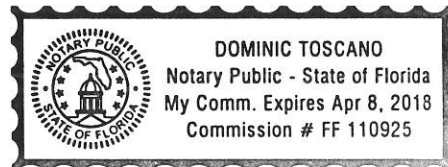
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of August, 2017 by Jon A. Motta, who is personally known to me or who has produced FL DL as identification.

[Signature]  
Notary Signature

(Seal)

Commission Number FF 110925

My Commission Expires: April 8, 2018





## Legislation Details (With Text)

<b>File #:</b>	RES-17:149	<b>Version:</b>	1	<b>Name:</b>	THE RELEASE AND SUBROOGATION AGREEMENT WITH EMC INSURANCE REGARDING WOODBRIDGE SUBDIVISION, PHASE III
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/21/2017	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE RELEASE AND SUBROOGATION AGREEMENT WITH EMC INSURANCE REGARDING WOODBRIDGE SUBDIVISION, PHASE III				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Release and Subrogation Agreement</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE RELEASE AND SUBROOGATION AGREEMENT WITH EMC INSURANCE REGARDING WOODBRIDGE SUBDIVISION, PHASE III

WHEREAS, the City of Jonesboro has made claims against the bond held by EMC Insurance regarding Woodbridge Subdivision, Phase III; and,

WHEREAS, the City of Jonesboro desires to settle said disputes with the bond holder in the amount of \$22,500.00.

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

Section 1: The Mayor and City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute the Release and Subrogation Agreement authorizing the City to accept the amount of \$22,500.00 for complete cost of maintenance work covered by the bond held by EMC Insurance.





## Legislation Details (With Text)

<b>File #:</b>	RES-17:154	<b>Version:</b>	1	<b>Name:</b>	MEMORANDUM OF AGREEMENT AND SUBGRANT AGREEMENT WITH ARKANSAS STATE GAME AND FISH COMMISSION FOR THE JONESBORO SHOOTING SPORTS COMPLEX
<b>Type:</b>	Resolution	<b>Status:</b>		<b>Status:</b>	To Be Introduced
<b>File created:</b>	9/26/2017	<b>In control:</b>		<b>In control:</b>	Public Works Council Committee
<b>On agenda:</b>		<b>Final action:</b>			
<b>Title:</b>	A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A MEMORANDUM OF AGREEMENT AND SUBGRANT AGREEMENT WITH ARKANSAS STATE GAME AND FISH COMMISSION FOR THE JONESBORO SHOOTING SPORTS COMPLEX				
<b>Sponsors:</b>	Engineering				
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">boundary plat</a> <a href="#">Jonesboro Range - Memorandum of Agreement - 09-21-17 - W..</a> <a href="#">Jonesboro Range - Subgrant Agreement 09-21-17 - With Jo..</a>				

Date	Ver.	Action By	Action	Result
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A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO ENTER INTO A MEMORANDUM OF AGREEMENT AND SUBGRANT AGREEMENT WITH ARKANSAS STATE GAME AND FISH COMMISSION FOR THE JONESBORO SHOOTING SPORTS COMPLEX

WHEREAS, the City desires to build and operate a shooting sports facility (hereinafter referred to as the "Range");

WHEREAS, the Arkansas Game and Fish Commission (AGFC) has agreed to provide the City with funding to assist in the construction of the Range; and,

WHEREAS, it is the desire of the City and AGFC to enter into an Agreement to evidence AGFC's commitment to provide financial support and consultation to construct the Range and the City's commitment to construct, operate, and maintain the Range for at least 25 years and provide it primarily for use by the general public for recreational shooting.

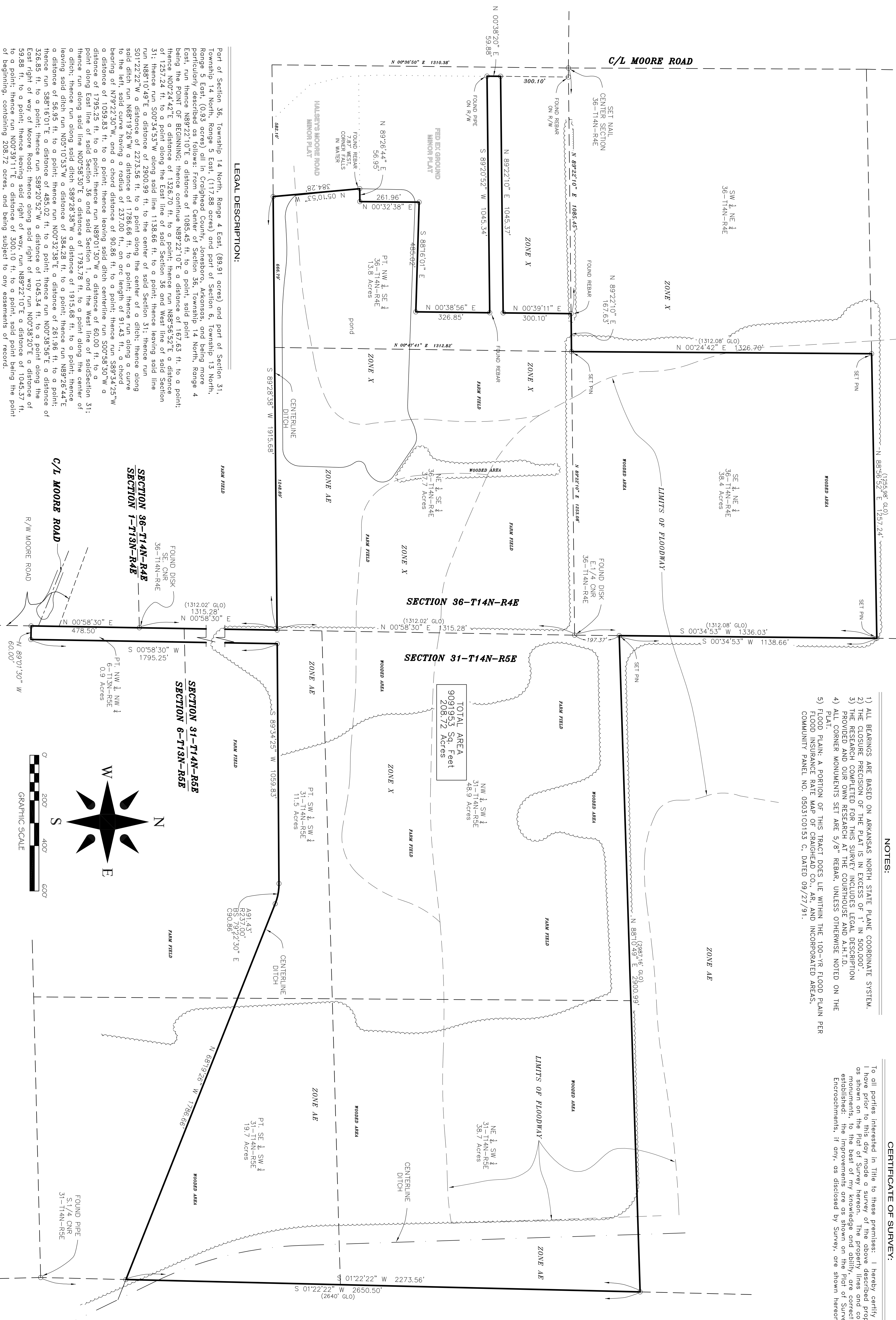
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1: That the City of Jonesboro shall enter into a Memorandum of Agreement and Subgrant Agreement with AGFC, for the mutual obligations and covenants contained in the attached agreement for the Jonesboro Shooting Sports Complex.

Section 2: The Mayor is hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate these agreements.







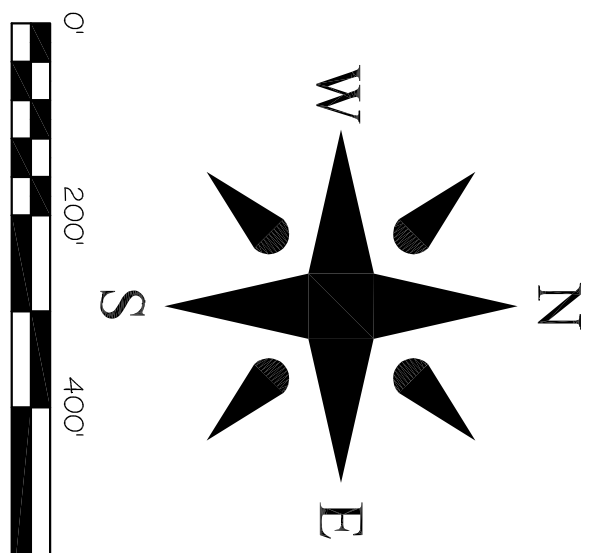
**LEGAL DESCRIPTION:**

Part of Section 36, Township 14 North, Range 4 East, (89.91 acres) and part of Section 31, Township 14 North, Range 5 East, (117.88 acres) and part of Section 6, Township 13 North, Range 5 East, (0.93 acres) all in Craighead County, Jonesboro, Arkansas, and being more particularly described as follows: From the Center of Section 36, Township 14 North, Range 4 East, run thence N89°22'10"E a distance of 1085.45 ft. to a point, said point being the POINT OF BEGINNING; thence continue N89°22'10"E a distance of 167.63 ft. to a point; thence N00°24'42"E a distance of 1326.70 ft. to a point; thence run N88°56'52"E a distance of 1257.24 ft. to a point along the East line of said Section 36 and West line of said Section 31; thence run S00°34'53"W along said line 1138.66 ft. to a point; thence leaving said line run N88°10'49"E a distance of 2900.99 ft. to the center of said Section 31; thence run S01°22'22"W a distance of 2273.56 ft. to a point along the center of a ditch; thence along said ditch run N68°19'26"W a distance of 1786.66 ft. to a point; thence run along a chord bearing of N79°22'30"W, and a chord distance of 237.00 ft., an arc length of 91.43 ft., a chord distance of 1093.83 ft. to a point; thence run N89°01'30"W a distance of 60.00 ft. to a point along East line of said Section 31; thence run N89°01'30"W a distance of 1795.25 ft. to a point along East line of said Section 31; thence run along said line N00°58'30"E a distance of 1795.25 ft. to a point along the center of a ditch; thence run along said line S89°28'38"W a distance of 384.28 ft. to a point; thence leaving said line of 56.95 ft. to a point; thence run N05°10'53"W a distance of 1007'32'38"E, a distance of 326.95 ft. to a point; thence run S89°20'52"W a distance of 485.02 ft. to a point; thence along the East line of said Section 31, thence run S89°20'52"W a distance of 1045.34 ft. to a point; thence along the East line of said Section 31, thence run N89°22'10"E a distance of 1045.37 ft. to a point; thence run N00°38'20"E a distance of 300.10 ft. to a point, said point being the point of beginning, containing 208.72 acres, and being subject to any easements of record.

**SECTION 36-T14N-R4E**  
SECTION 1-113N-R4E

**SECTION 31-T14N-R5E**  
SECTION 6-T13N-R5E

**TOTAL AREA**  
909195.53 Sq. Feet  
208.72 Acres



**NOTES:**

- 1) ALL BEARINGS ARE BASED ON ARKANSAS NORTH STATE PLANE COORDINATE SYSTEM.
- 2) THE GEODETIC PRECISION OF THE PLATS IS IN EXCESS OF 1 IN 300,000.
- 3) THE PLAT IS THE PROPERTY OF CIVILOGIC, INC. ALL RIGHTS ARE RESERVED.
- 4) ALL CORNER MONUMENTS SET ARE 5/8" REBAR, UNLESS OTHERWISE NOTED ON THE PLAT.
- 5) FLOOD PLAIN: A PORTION OF THIS TRACT DOES LIE WITHIN THE 100-YR FLOOD PLAN PER FLOOD INSURANCE RATE MAP OF CRAIGHEAD CO., AR, AND INCORPORATED AREAS. COMMUNITY PANEL NO. 0503100153 C, DATED 09/27/91.

**CERTIFICATE OF SURVEY:**

To all parties interested in Title to these premises: I hereby certify that I have prior to this day made a survey of the above described property as shown on the Plat of Survey hereon. The property lines and corner monuments, to the best of my knowledge and ability, are correctly established; the improvements are as shown on the Plat of Survey. Encroachments, if any, as disclosed by Survey, are shown hereon.

	<b>BOUNDARY SURVEY FOR CITY OF JONESBORO, ARKANSAS</b>		ENGINEERS	PLANNERS	SURVEYORS	Date 9/14/17	Scale 1"=200'	Job No. 116074	Sheet No. 1 of 1
						Section 36/31/6	Township 14N/14N/13N	Range 4E/5E/5E	County CRAIGHEAD
JOB NO.: 116074 SHEET NUMBER: 1 of 1			203 Southwest Dr. - Jonesboro, AR - (870)932-7880 - www.civilogic.net			© 2017, Civilogic			

**MEMORANDUM OF AGREEMENT**  
**between**  
**ARKANSAS STATE GAME AND FISH COMMISSION**  
**and**  
**CITY OF JONESBORO, ARKANSAS**

**THIS AGREEMENT** is made and entered into between the Arkansas State Game and Fish Commission (hereinafter referred to as “AGFC” or the “Commission”) and **the City of Jonesboro, Arkansas**, (hereinafter referred to as “the City”) effective as of the last date shown on the signature page hereto.

**WITNESSETH:**

**WHEREAS**, pursuant to Amendment 35 to the Constitution of Arkansas, AGFC is vested with the control, management, restoration, conservation and regulation of the birds, fish, game and wildlife resources of the State and the administration of the laws pertaining thereto. The mission of the Commission is to conserve and enhance Arkansas’s fish and wildlife and their habitats while promoting sustainable use, public understanding and support; and

**WHEREAS**, the Commission has determined that the Arkansas Youth Shooting Sports Program (hereinafter referred to as “AYSSP”) furthers the Commission’s mission by educating young Arkansans in firearm safety and precision shooting and fostering their enjoyment of the outdoors. The Commission also believes that advancing responsible development of outdoor public shooting ranges enables Arkansas hunters to develop and sharpen their firearm handling and shooting skills, which are instrumental for promoting effective harvesting of game; and

**WHEREAS**, the City is a municipal corporation duly organized in Craighead County, Arkansas, and is under an agreement to purchase a 206.3-acre site (hereinafter referred to as the “proposed site”) located within city limits and described and shown on the deed and Boundary Survey attached hereto as Exhibit “A.”

**WHEREAS**, the City has communicated to the Commission that the City desires to build and operate a shooting sports facility (hereinafter referred to as the “Project” or “Range”) on the proposed site with the Range to be constructed and wholly owned, operated, and maintained by the City; and

**WHEREAS**, after carefully considering information and recommendations provided by the AGFC Director and staff, as well as the present priorities, needs, and public expectations, the Commission by Minute Order No. 17-070 adopted on September 21, 2017, has authorized the Director to assist the City in obtaining approval for a federal subgrant through the Pittman–Robertson Federal Aid in Wildlife Restoration Act’s Basic Hunter Education and Safety Program for eligibility to receive reimbursement up to \$2,000,000, with all such grant funds to be expended by the City for the shooting range construction consistent with the terms of the MOA and Subgrant; and

**WHEREAS**, the Commission will reimburse the City with said grant funding for construction of the Range in accordance with the terms of the federal Subgrant Agreement that the parties are contemporaneously executing herewith; and

**WHEREAS**, it is the desire of the City and AGFC to enter into this Agreement to evidence the Commission's commitment to provide financial support and consultation to construct the Range and the City's commitment to construct, operate, and maintain the Range for at least 25 years and provide it primarily for use by the general public for recreational shooting; by AGFC for AYSSP, Hunter Education, Becoming an Outdoor Woman, and other educational programs; by certified Hunter Education Instructors for Hunter Education classes; and by certified AYSSP coaches for AYSSP training classes and official AYSSP team practices.

**NOW, THEREFORE**, AGFC and the City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

### **I. Scope of Agreement**

#### **A. The AGFC agrees to:**

1. Execute contemporaneously herewith a federal Subgrant Agreement with the City in which the Commission commits to reimburse the City an amount not to exceed \$2,000,000.00 for the City's actual cost of constructing the Range consistent with the terms of the Subgrant Agreement (the portion of the grant funds that is ultimately actually paid to the City is hereinafter referred to as the "AGFC Grant Funds").

#### **B. The City agrees to:**

1. Accept and execute contemporaneously herewith the federal Subgrant Agreement and request reimbursement from grant funds for eligible Range construction costs consistent with the terms of the Subgrant Agreement. The City must take care to use and account for its Range construction expenditures in order to qualify for reimbursement as detailed in the Subgrant Agreement.
2. Obtain in fee title, **no later than December 31, 2017**, the proposed site and all other land required for the Range including, but not limited to, at least the minimum safe area for the shot fall zone consistent with standards set forth in the National Rifle Association ("NRA") Range Source Book, and not dispose of or otherwise encumber its title or interest in the Range site and facilities for the 25-year useful life of the Range. If the proposed site lacks guaranteed public access from a directly-abutting public road, the Recipient also must obtain a deeded public right-of-way access to a public road from the proposed site, across whatever adjacent lands are necessary. Upon closing said real estate acquisition(s), all the instruments of conveyance shall be recorded in the official deed records of Craighead County, Arkansas; and the parties agree to attach a complete copy of all said instruments to this Agreement as Exhibit "A" and incorporate the same herein by reference as if set out word for word.

3. Grant AGFC and its agents, employees, assigns, guests, and invitees, permission to enter on, over and across the proposed site for the purposes set forth herein. AGFC may inspect the Range at any reasonable time and may bring representatives of the U.S. Fish and Wildlife Service and any other persons it deems advisable as part of the inspection team, and the City shall consent to their entry on City owned or controlled Range property.
4. Be responsible for ensuring that all required local, state and federal permits, easements, and rights of way are obtained, and that all proper licensing and approval requirements are met for the operation and maintenance of the Range and other work-in-kind associated with this Agreement.
5. Be responsible for all aspects of constructing, owning, operating, and maintaining the Range using the City's own funding sources to do so. The Range must be properly operated and maintained for general public use, and it should appear attractive and inviting to the public. Proper sanitation and sanitary facilities should be maintained in accordance with applicable health standards. Buildings, roads, and other improvements should be kept in reasonable repair throughout their useful life to prevent undue deterioration and to encourage public use. **The Range and all improvements shall be constructed, owned, operated, and maintained in a manner that reasonably prevents shooting and depositing lead into or over water, wetlands, or property outside the shot-fall zone.**
6. Prior to Range operation develop a policy governing usage of the Range for purposes consistent with this Agreement and submit it to the Commission for approval. The City shall notify AGFC in advance of any proposals to use the Range for purposes other than those described within the approved policy and shall not move forward with such proposals until AGFC advises they are consistent with this Agreement.
7. Mitigate long-term significant impacts to soils, ground water, and surface water from lead deposition by, prior to beginning Range operation, implementing and maintaining the Lead Management Plan, attached to the Subgrant Agreement as Exhibit "D" and incorporated herein by reference as if set out word for word. The City is responsible for following the plan and regularly completing proper removal and recycling or disposal of recovered lead as per the National Rifle Association ("NRA") Range Source Book and the EPA guidance document "Best Management Practices for Lead at Outdoor Shooting Ranges" (EPA 902-B-01-001). The City shall perform such lead reclamation on the Range in accordance with the Lead Management Plan. As stated on page 38 of the Environmental Assessment for the Construction of a Public Shooting Range, the plan shall include a "5-year lead reclamation interval" at a minimum. The City shall perform lead reclamation in accordance with the Plan at the stated interval or earlier if the amount of lead accumulated may compromise the integrity of the catch system at the base of the shot curtain or no longer be adequately contained to minimize the fate and transport of lead in the hydric system on the proposed site. Additionally, the City shall perform semi-annual monitoring of the soil pH level in all shotfall areas (skeet, trap, pistol, and rifle) and take such action as is needed (e.g. apply lime) to maintain the appropriate soil pH value for

shooting ranges (between 6.5 and 8.5) to minimize the fate and transport of lead in the hydric system on the proposed site.

8. Complete Range construction by June 30, 2020, and begin operation within thirty (30) days thereafter. In the event the City fails to do so, the City shall immediately upon demand reimburse the Commission one hundred percent (100%) of the AGFC Grant Funds.
9. Provide, install, and permanently display, maintain, and replace as necessary a readily visible sign at the main entrance to the completed Range acknowledging the Range was partially funded by the Commission and the Federal Aid in Wildlife Restoration Program created through the Pittman-Robertson Act. This sign must display the program symbol for the Federal Aid in Wildlife Restoration Program. The program symbol should also be displayed at other appropriate on-site locations and in literature pertaining to the Range. The Commission will assist the Recipient with the design of the signage and provide the program symbol and Wildlife Restoration Program signs. The program symbol may not be altered.
10. Ensure that the completed Range is in compliance with noise control ordinances of units of local government that applied to the Range and its operation at the time the Range is constructed and begins operation. Specifically, the Recipient shall, by **October 31, 2017**, amend its Ordinance 46-70 (regarding loud noises in the City of Jonesboro) to add and keep in place for the useful life of the Range the following or substantially similar section: “(d) That none of the terms or prohibitions of this ordinance shall apply to or be enforced against any noises resulting from the normal operation of a public or privately owned shooting range which has been approved by the City of Jonesboro. A range is in compliance with this ordinance when operated in accordance with the terms of the City’s approval and any required permits. The intent of this provision is that normal operations of approved ranges will qualify for the immunity from nuisance and noise pollution suits provided by Ark. Code Ann. § 16-105-502.”
11. Keep the Range continuously open for public use, except for reasonable closure, during the 25-year anticipated useful life of the improvements and term of this Agreement for free or for a reasonable fee to be set in consultation with AGFC. The 25-year period shall begin on the date that AGFC provides the City with a certificate of closure evidencing that the City has satisfactorily completed the Project. The City shall keep the Range open to the general public no less than five (5) full days (at least 8 hours per day) per week.
12. Ensure that any income generated from the Range (e.g., use fees) is expended only for the maintenance and operation of the Range and is reported annually to AGFC (using the form attached hereto as Exhibit “B”) within sixty (60) days of the end of the Recipient’s fiscal year. The report must state the number of users, fees collected, and how the revenue from fees were used. All records pertaining to the receipt and expenditure of Range income shall be maintained in accordance with applicable federal and state laws, rules, and regulations. AGFC or any of its authorized representatives shall have access to

such records during the required 5-year retention period or as long as the records are retained, whichever is longer.

13. Be responsible for locking the Range buildings and entry gate and otherwise appropriately securing the Range and associated equipment when it is not in use.
14. Be responsible for policing the Range and associated equipment.
15. Be responsible for the ongoing expense and maintenance of city utility service for the Range (i.e. water and sewer).
16. Be responsible for the ongoing expense and maintenance of all necessary electrical service to the Range.
17. Be responsible for the satisfactory maintenance and operation of the Range and all improvements and for adopting regulations and ordinances as necessary to ensure such.
18. Provide all maintenance and repairs necessary to keep the Range in a safe, clean, and good working condition, including, but not limited to, replacement of damaged or missing materials, mowing, trash pickup, and removal of any obstructions from the area.
19. Promptly notify AGFC if the Range is rendered unfit for continued use by an act of God, vandalism, or other cause.
20. Retain total, direct ownership and control over the Range and its operations throughout the 25-year anticipated useful life of the improvements and term of this Agreement, and not, without prior written approval from AGFC, sell, transfer, encumber its title, or otherwise abandon any portion of the Range (abandonment includes, but is not limited to, changing the intended use of the Range or ceasing adequate maintenance or operation of the Range). The 25-year period shall begin on the date that AGFC provides the City with a certificate of closure evidencing that the City has satisfactorily completed the Project.

In the event that the City removes or abandons the Range during the 25-year period without prior approval from AGFC, the City shall be liable to AGFC for AGFC's costs and expenses in enforcing this Agreement plus reimbursement of the AGFC Grant Funds to AGFC on a prorated basis using the formula:  $(\text{Remaining Useful Life In Fractional Years} / 25) \times \text{AGFC Grant Funds}$ . (For example, if the Range is abandoned 5.5 years—i.e. 5 years and 6 months—into its 25-year useful life, then the calculation would be  $(19.5 / 25) \times \text{AGFC Grant Funds}$ .) The City shall immediately pay AGFC said amount upon demand. The parties acknowledge that (i) it would be impractical to fix the actual damages suffered by AGFC as a result of the City's failure to perform as required hereunder; and (ii) the amount of the liquidated damages represents a fair and reasonable compensation to AGFC for such default.

21. Be responsible for scheduling usage of the Range by the public and monitoring usage to ensure it is appropriate and safe.

22. Require all range employees, shooters, and spectators to wear approved hearing and eye protection at all times when on or within 50 feet of the firing line and post signs accordingly.
23. Provide AGFC the option to use the Range for at least five (5) days per calendar year for events or programs, including, but not limited to, AYSSP, Hunter Education, Becoming an Outdoor Woman, and other educational programs. In addition, the City shall afford preferential use of the Range to Hunter Education classes conducted by certified Hunter Education Instructors and to AYSSP training classes and official AYSSP team practices conducted by certified AYSSP coaches. All use in this paragraph shall be at no cost to AGFC (i.e., no facility charge), except that the City may charge AGFC a fee per shooting round. Such charge shall not exceed Fifty Percent (50%) of the normal advertised rate for the general public [example: if one round of shooting would cost a member of the public Five Dollars (\$5.00), then the City may charge AGFC no more than Two Dollars and 50/100 (\$2.50) per round]. Charges for use of the Range for AYSSP training classes and official team practices shall not exceed Fifty Percent (50%) of the normal advertised rate for the general public.
24. Ensure that the primary purpose and predominant use of the Range is for recreational shooting by the general public. Recipient shall schedule any other events or usage (including, without limitation, usage for law enforcement purposes) at the Range in a manner that does not interfere with or frustrate (i) the primary purpose and predominant use of the Range; (ii) the AGFC's option to use the Range; and (iii) the availability of the Range for Hunter Education classes, AYSSP training classes, and official AYSSP team practices.
25. Supervise recreational activities on and adjacent to the Range at its own risk, and further agree that AGFC shall have no liability for any damages or claims asserted by the City or third parties, including, but not limited to, claims for personal injury, death, or property loss.
26. Implement and maintain all mitigation measures described in the Range Plans and Specifications, Lead Management Plan, Environmental Assessment for the Construction of a Public Shooting Range (including all measures described in the August 16, 2017 "Revised Scope Proposal" found at Appendix M), USFWS Section 7 Biological Evaluation / Assessment, and, attached to the Subgrant Agreement as Exhibits "B," "D," "G," and "H," respectively, and incorporated herein by reference as if set out word for word. Specifically, but without limitation, the Recipient shall install and maintain (1) a 3-sided shot curtain (minimum 40 feet high and overlapped at the seams) across the skeet and trap range to limit the spread of lead shot throughout the shotfall area and (2) a catch system at the base of the shot curtain to contain lead shot, manage acidity in the surrounding soils, not retain water, and be feasible for reclamation. Additionally, the Recipient shall ensure that all earthen backstops on the Range are constructed and maintained using soil having the appropriate pH value for shooting ranges (between 6.5 and 8.5), thereby limiting the fate and transport of lead in the hydric system on the proposed site.

27. Promptly notify AGFC of any audit, inspection, or other internal or external compliance check that discloses material noncompliance or reportable conditions specifically related to the Range.
28. Avoid taking or permitting an employee or official to take any action that might result in, or create the appearance of, using an official position for private gain; giving preferential treatment to any person; losing complete independence or impartiality; making an official decision outside official channels; or adversely affecting public confidence in the integrity of the Commission or the Federal Aid in Wildlife Restoration Program - Basic Hunter Education and Safety Program.
29. Provide coordination for a public dedication of the completed Range.
30. Place signs at the Range site and include in all publicly distributed Range literature, regulations, brochures, and other handouts or flyers apprising the public of the availability or usage of the Range, the following statement:

“This facility was funded in part by the Federal Aid in Wildlife Restoration Program – Basic Hunter Education and Safety Program (Grant #AR W-F14AF01316) of the U.S. Fish and Wildlife Service through an agreement with the Arkansas Game and Fish Commission. Under Title VI of the 1964 Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act of 1990, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972, discrimination is prohibited on the basis of race, color, national origin, age sex or disability. If you believe that you have been discriminated against in any program, activity, or facility, or if you need more information, please write to:

Chief of Human Resources  
Arkansas Game and Fish Commission  
2 Natural Resources Drive  
Little Rock, AR 72205

-or-

The Civil Rights Coordinator for Public Access  
U.S. Fish and Wildlife Service  
4401 N. Fairfax Drive,  
Mail Stop: WSFR-4020  
Arlington, VA 22203”

The City agrees to cooperate with civil rights reviews conducted by the U.S. Department of Interior, Fish and Wildlife Service and comply with findings requiring resolution.

31. Accept sole responsibility for all manner of claims, causes of action, or liability arising out of the use, construction, maintenance, and operation of the Range including, but not limited to, any accident, injury, or damage to the City, its equipment or property, its employees or agents, or to any third party’s person or property while conducting any



activity related to this Agreement. AGFC shall not be liable for injuries or damages because of any action or inaction of any individual or organization in connection with this Agreement.

32. To the extent permitted by Arkansas law, hold harmless, defend and indemnify AGFC, its Commissioners, Directors, and employees from or against any and all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from the City's activities or performance under this Agreement or the use, construction, maintenance, and operation of the Range. Furthermore, notwithstanding the foregoing, the City agrees that: (a) it will cooperate with AGFC in the defense of any action or claim brought against AGFC seeking the foregoing damages or relief; (b) it will in good faith cooperate with AGFC should any third party present any claims of the foregoing nature against AGFC to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature. This Agreement shall be deemed and construed as binding solely between the two parties and shall not be deemed or construed as conferring any benefit or indemnification on behalf of any third party. Nothing in this Agreement shall be deemed or construed as an admission of liability or as a waiver of any sovereign immunity of either party. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

## **II. Term**

This Agreement shall become effective as soon as signed by both parties and shall remain in force until 11:59 p.m. U.S. Central Time on June 30, 2045, unless terminated earlier in accordance with its terms herein.

## **III. Termination**

This Agreement may be terminated by mutual consent of the parties upon good cause shown with thirty (30) days' written notice. Any such termination of the Agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination. AGFC shall also have the immediate right to terminate this Agreement if: (1) it exercises its right to terminate the federal Subgrant Agreement as provided therein; (2) the City fails to complete construction of the Range by 11:59 p.m. U.S. Central Time on June 30, 2020, and begin operation within thirty (30) days thereafter; (3) at any time after completion, the Range is unsuitable, unfit, or unsafe for its intended uses as expressed herein, and the City fails to correct the problem(s) within a reasonable time after notification from AGFC; and/or, (4) the Range becomes the subject of a lawsuit successful in permanently enjoining its continued operation as a sport shooting facility.

## **IV. Amendment**

Amendments to this Agreement may be proposed by either party upon written notice to the other party, and such amendments shall become effective as soon as signed by both parties hereto.

## V. Notices

Any notices required hereunder shall be in writing addressed as follows:

**To City:**

Honorable Harold Perrin  
Mayor, City of Jonesboro  
300 South Church Street  
PO Box 1845  
Jonesboro, AR 72403  
Tel: (870) 932-1052  
Fax: (870) 933-4619  
E-mail: hperrin@jonesboro.org

**To AGFC:**

Jeff Crow, Director  
Arkansas Game and Fish Commission  
2 Natural Resources Dr.  
Little Rock, AR 72205

With copy to:

Grant Tomlin, Assistant Chief  
AGFC Education Division  
2 Natural Resources Dr.  
Little Rock, AR 72205  
Tel: (501) 470-9904  
E-mail: grant.tomlin@agfc.ar.gov

## VI. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain.
- B. It is the intent of the parties that Arkansas Code Ann. §§ 18-11-304 through 18-11-306 shall be applicable to the fullest extent of the law so that AGFC and the City shall not be liable or responsible in any manner for any personal injury, whether resulting in death or not, nor for any property loss or damage, sustained or alleged to have been sustained by any person or persons whomsoever, whether such person or persons shall be on the Range with the permission or at the sufferance of the City or AGFC.
- C. It is the intent of the parties that Arkansas Code Ann. § 16-105-502 shall be applicable to the fullest extent of the law so that AGFC and the City shall not be subject to civil liability or criminal prosecution for noise or noise pollution resulting from the operation or use of the Range.
- D. The parties shall comply with all applicable federal and state laws and regulations in connection with the respective activities of each pursuant to this Agreement including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); the Administrative Requirements, Pittman-Robertson Wildlife Restoration and Dingell-Johnson Sport Fish Restoration Acts (50 CFR Part 80); the Clean Water Act of 1977 (33 U.S.C. §§ 1251 *et seq.*), Section 116 of the National Historic Preservation Act of 1966 (16 U.S.C. 470); the Endangered Species Act of 1973, as amended (16 U.S.C. 1531-1534); Title VI of the Civil Rights Act

of 1964; Section 504 of the Rehabilitation (Americans with Disabilities) Act of 1973 (29 U.S.C. 795); Title II of the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Title IX of the Education Amendments of 1972; and the National Environmental Policy Act of 1969 (942 U.S.C. 4321-4347). During the performance of this Agreement, each party agrees not to discriminate in its programs, employment practices (see Executive Order 11246, as amended), contracts, or subcontracts with regard to race, color, sex, age, religion, national origin or disability. Further, the parties agree that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with the Range on the basis of race, color, national origin, age, and sex, or disability. The City shall incorporate, or cause to be incorporated, into all contracts and subcontracts the preceding nondiscrimination language.

- E. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the City and the Commission, respectively, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- F. This Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas. With respect to any claim for monetary damages against the Commission, the appropriate venue shall be in the Arkansas State Claims Commission, Pulaski County, Arkansas.
- G. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.

## **VII. Exhibit List**

The following exhibits are attached hereto and incorporated by reference as if set out word-for-word herein:

- A. Exhibit “A” – Boundary Survey and Instruments of Conveyance evidencing the City’s fee title ownership of the proposed site of the Range with right of public access to and from a public road.
- B. Exhibit “B” – Annual Range Income Report Form.

## **VIII. Entire Agreement and Order of Precedence**

- A. This Memorandum of Agreement and the above-referenced federal Subgrant Agreement constitute the entire agreement between the parties as to the Range.
- B. In the event that there is any conflict, contradiction, or ambiguity between any documents, exhibits, and attachments that form part of said entire agreement, the same shall be resolved by giving precedence in the following order:
  - a. **Prior to completion of Range construction:** (1) the body of the federal Subgrant Agreement and any written amendments thereto (later having precedence over earlier) shall be given first priority and govern their respective construction components; (2) their referenced or attached documents, plans, specifications, and

exhibits shall be given second priority; and (3) the body of this Memorandum of Agreement and any written amendments thereto (later having precedence over earlier) shall be given third priority, with its referenced or attached documents, plans, specifications, and exhibits being given fourth priority.

- b. **Following completion of Range Construction:** (1) the body of this Memorandum of Agreement and any written amendments thereto (later having precedence over earlier) shall be given first priority and govern the ongoing maintenance and operation of the Range; (2) its referenced or attached documents, plans, specifications, and exhibits shall be given second priority; and (3) the bodies of the federal Subgrant Agreement shall be given third priority for the remainder, if any, of their respective terms, with their referenced or attached documents, plans, specifications, and exhibits being given fourth priority.

- C. In the event of a conflict between good practice and the requirements of the Commission or its authorized agent, the matter shall be promptly submitted to the Commission's authorized agent, who shall promptly have a determination made in writing. Any deviation from this Agreement by the City without such a determination shall be at its own risk and expense.

### **IX. Survival**

Rights and obligations that by their nature should survive or that this Agreement expressly states will survive shall remain in full force and effect following completion, expiration, termination, or cancellation of this Agreement. The parties shall cooperate with each other during and following termination or expiration of this Agreement to safeguard subject safety and continuity of treatment, and to comply with all applicable laws, rules, and regulations.

#### **Signatures of authorized officials:**

**ARKANSAS STATE GAME AND FISH COMMISSION**

**CITY OF JONESBORO, ARKANSAS**

By: \_\_\_\_\_  
Jeff Crow, Director

By: \_\_\_\_\_  
Harold Perrin, Mayor

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTESTED TO:

By: \_\_\_\_\_  
Donna Jackson, City Clerk

**SUBGRANT AGREEMENT**  
**between**  
**ARKANSAS STATE GAME AND FISH COMMISSION**  
**and**  
**CITY OF JONESBORO, ARKANSAS**

Effective as of the last date shown on the signature page hereto, **the City of Jonesboro, Arkansas**, hereinafter referred to as the “**Recipient**,” accepts a subgrant from the **Arkansas State Game and Fish Commission**, hereinafter referred to as the “**Commission**” or “**AGFC**,” and agrees to the following terms and conditions:

- 1. Authority:** Pursuant to Amendment 35 to the Constitution of Arkansas, the Commission is vested with the control, management, restoration, conservation, and regulation of the birds, fish, game, and wildlife resources of the State and the administration of the laws pertaining thereto. The Commission is authorized to enter into this subgrant agreement pursuant to U. S. Department of the Interior, Fish and Wildlife Service (“USFWS”), Grant Award AR W-F14AF01316, through federal funding from the Pittman–Robertson Federal Aid in Wildlife Restoration Act’s Basic Hunter Education and Safety Program (CFDA #15.611). The current Grant Award is for general “Shooting Range Planning and Development;” therefore, **this Subgrant Agreement, and the Commission’s authority to enter it, is specifically contingent upon the USFWS approving a request by the Commission to amend the Grant Award to specifically authorize use of the federal grant funds to construct the Jonesboro Shooting Sports Complex as detailed herein.** The current Grant Award and all supporting documents are attached hereto as Exhibit “A” and incorporated herein by reference as if set out word for word. The parties hereby agree that from time to time Exhibit “A” shall be supplemented with any Grant Award amendments issued or approved by USFWS.
- 2. Project Name:** Jonesboro Shooting Sports Complex, hereinafter referred to as the “Project” or “Range.”
- 3. Objectives:** The objectives of this subgrant are to provide Recipient with funding for Recipient to construct a combination skeet/trap, rifle, pistol, and archery range that will provide convenient public access to combination skeet/trap, rifle, pistol, and archery shooting and enhance the Commission’s efforts to increase public participation in outdoor- and conservation-related sports through the Arkansas Youth Shooting Sports Program. The Recipient shall construct the range on a 206.3-acre site it will purchase (hereinafter referred to as the “proposed site”) consisting of two tracts located within city limits and described and shown on the Boundary Survey attached hereto as Exhibit “B.”

The Recipient is a municipal corporation duly organized in Craighead County, Arkansas. The mission of the Commission is to conserve and enhance Arkansas’s fish and wildlife and their habitats while promoting sustainable use, public understanding and support. The Recipient will apply the requested funds to construct the Range and perform all required activities and fulfill all requirements set forth in the Commission’s federal grant award from the U.S. Fish and Wildlife Service including its accompanying grant

proposal, all of which is attached hereto as Exhibit “A” and incorporated herein by reference as if set out word for word.

4. **Program:** The Recipient will complete the Project as an independent contractor. The principal officer assigned to administer the subgrant on behalf of Recipient shall be Harold Perrin, Mayor. The principal officer will direct the Project on behalf of the Recipient and may be assisted by certain staff members and/or agents employed by the Recipient. Commitments as to the extent of the obligations of these staff members and agents shall be the responsibility of the Recipient’s principal officer within the scope of the grant award (Exhibit “A”). The principal contact and representative on behalf of the Commission shall be Grant Tomlin, Assistant Chief, Education Division.

5. **Scope of Work:**

a) **The AGFC agrees to:**

- i. Assist the Recipient in hosting a public forum to receive comment on the Project.
- ii. Provide consultation during Range construction as needed by one or more AGFC Regional Construction and Engineering Coordinators, Construction Specialists, or Range Development Coordinators.
- iii. Reimburse the City for eligible Project costs in the manner detailed in Paragraph 6 (“Payment”).

b) **The Recipient agrees to:**

- i. Perform all required activities and fulfill the objectives as set forth in this Agreement, the attached grant award (Exhibit “A”), and the Range Plans and Specifications (Exhibit “B”).
- ii. Host a public forum to receive comment on the Project.
- iii. Grant USFWS, AGFC, and their respective agents, employees, assigns, guests, and invitees, permission to enter on, over and across the proposed site for the purposes set forth herein.
- iv. Be solely responsible for ensuring that all required local, state and federal permits, easements, and rights of way are obtained, and that all proper licensing and approval requirements are met for the construction of the Range and other work-in-kind associated with this Agreement.
- v. Obtain in fee title, **no later than December 31, 2017**, the proposed site and all other land required for the Range including, but not limited to, at least the minimum safe area for the shot fall zone consistent with standards set forth in the National Rifle Association (“NRA”) Range Source Book, and not dispose of or otherwise encumber its title or interest in the Range site and facilities for the 25-year useful life of the Range as outlined in the Memorandum of Agreement. If the proposed site lacks guaranteed public access from a directly-abutting public road, the Recipient also must obtain a deeded public right-of-way access to a public road from the proposed site, across whatever adjacent lands are necessary. Upon closing said real estate acquisition(s), all the instruments of conveyance shall be recorded in the official deed records of Craighead County, Arkansas; and the parties agree to attach a complete copy of all said instruments to the

- accompanying Memorandum of Agreement as outlined therein and incorporate the same herein by reference as if set out word for word.
- vi. Provide to AGFC by **December 31, 2017**, a boundary – topographic survey of the proposed site and by **August 31, 2018**, plans and specifications for the design and construction of the Range at the proposed site (collectively, the “Range Plans and Specifications”). The Range Plans and Specifications shall be prepared by a qualified, accredited firm; and the parties agree to attach the final version of the same to this Agreement as Exhibit “B” and incorporate the same herein by reference as if set out word for word. **The Range and all improvements shall be designed and constructed in a manner that reasonably prevents shooting and depositing lead into or over water, wetlands, or property outside the shot-fall zone will not occur.**
  - vii. Provide to AGFC by **October 31, 2017**, a NEPA-compliant environmental assessment of the proposed site and its suitability for a public shooting range (the “Environmental Assessment for the Construction of a Public Shooting Range”). The Environmental Assessment for the Construction of a Public Shooting Range shall be prepared by a qualified, accredited firm; and the parties agree to attach the final, approved version of the same to this Agreement as Exhibit “G” and incorporate the same herein by reference as if set out word for word.
  - viii. Coordinate with the Commission Principal Contact to obtain and provide to AGFC by **October 31, 2017**, a USFWS Section 7 Biological Evaluation / Assessment addressing the effect of the Project on species listed as endangered or threatened under the Endangered Species Act (“ESA”) and on their designated critical habitat. The parties agree to attach the final version of the same to this Agreement as Exhibit “H” and incorporate the same herein by reference as if set out word for word.
  - ix. Provide to AGFC by **October 31, 2017**, a Lead Management Plan for the proposed site that sets forth the Recipient’s plan for proper removal and recycling or disposal of recovered lead on a regular basis as per the National Rifle Association (“NRA”) Range Source Book and the EPA guidance document “Best Management Practices for Lead at Outdoor Shooting Ranges” (EPA 902-B-01-001). The Lead Management Plan shall be prepared by a qualified, accredited firm; and the parties agree to attach the final version of the same to this Agreement as Exhibit “I” and incorporate the same herein by reference as if set out word for word.
  - x. Be responsible for reviewing the Range Plans and Specifications and ensuring their compliance with this Agreement; any conditions or restrictions associated with the proposed site; NRA standards including the recommended design, construction, and safety guidelines of the NRA; and all applicable federal, state, and local laws. By **March 31, 2018**, the Recipient shall certify in writing to AGFC that it has reviewed the Range Plans and Specifications and state whether it is satisfied that the same conform to this Agreement and applicable NRA standards and whether it approves the same with the understanding that it must construct the Range and all improvements in a timely and proper manner so as to meet the same.

- xi. Be responsible for reviewing the Environmental Assessment for the Construction of a Public Shooting Range and ensuring that the proposed site for the Range is suitable for the Recipient's intended use as a shooting sports facility, taking into account environmental considerations, topography, required size (including for the safety/shot fall zone), shooting direction, land features, proximity to residences or businesses that may be negatively affected by the operation of the Range, and other NRA recommended site criteria. By **March 31, 2018**, the Recipient shall certify in writing to AGFC that it has reviewed the Environmental Assessment for the Construction of a Public Shooting Range and state whether it is satisfied that the proposed site is suitable.
- xii. Be responsible for reviewing the USFWS Section 7 Biological Evaluation / Assessment and ensuring that the proposed site for the Range is suitable for the Recipient's intended use as a shooting sports facility, taking into account its conclusion(s) concerning the Range's effect on ESA-listed species and their critical habitat. By **March 31, 2018**, the Recipient shall certify in writing to AGFC that it has reviewed the USFWS Section 7 Biological Evaluation / Assessment and state whether it is satisfied that the proposed site is suitable.
- xiii. Implement all mitigation measures described in the Range Plans and Specifications, Environmental Assessment for the Construction of a Public Shooting Range (including all measures described in the August 16, 2017 "Revised Scope Proposal" found at Appendix M), USFWS Section 7 Biological Evaluation / Assessment, and Lead Management Plan. Specifically, but without limitation, the Recipient shall (1) install a 3-sided shot curtain (minimum 40 feet high and overlapped at the seams) across the skeet and trap range to limit the spread of lead shot throughout the shotfall area; (2) install a catch system at the base of the shot curtain to contain lead shot, manage acidity in the surrounding soils, not retain water, and be feasible for reclamation; (3) reduce the area of wetlands to be impacted by the Project from 8.3 acres to approximately 1.3 acres (but not to exceed 1.8 acres); (4) provided wetlands mitigation on 22.7 acres of replacement wetlands; and (5) place deed restrictions on approximately 38 acres of bottomland hardwood wetlands located in the northwest portion of the proposed site to ensure that acreage remains undeveloped in perpetuity. Additionally, consistent with Recipient's "goal to maintain soil pH between 6.5 and 8.5 within the shotfall zone," as stated in Section 3.1.3 of its Lead Management Plan, the Recipient shall "manage the potential acidity" in the soils within the shotfall zone, including any soil used for construction of artificial features such as earthen backstops, to maintain such soils within that acceptable pH range and thereby limit the fate and transport of lead in the hydric system on the proposed site.
- xiv. Be responsible for all aspects of constructing, owning, operating, and maintaining the Range on the proposed site using the Recipient's own funding sources to do so.
- xv. Furnish and pay for all labor, contractors, materials, tools, equipment, and supplies necessary to construct the Range in exact accordance with the Range Plans and Specifications and in full compliance with all applicable laws, rules, and regulations (including procurement and bidding requirements). The Commission shall have no supervision over the Recipient's construction work.



The Recipient shall pursue the completion of the construction of the Range using its own methods and is solely responsible for the results of the work.

- xvi. Provide and maintain competent and adequate architectural/engineering supervision and inspection at the Range to ensure that completed work conforms to the Range Plans and Specifications and is safe for public use.
- xvii. Use its own procurement procedure, which it assures complies with applicable state and local laws and regulations, provided that the procurement conforms to applicable Federal law and standards identified in 2 C.F.R. § 200.317 – 200.326 (“Procurement Standards”). Procurement by noncompetitive methods may only be used by the Recipient after consulting AGFC and receiving prior approval in writing.
- xviii. Ensure no contract or subcontract is awarded to any party debarred, suspended, or otherwise excluded from participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension,” and include in its contracts (and require that subcontracts contain the same) for construction of \$25,000 or more, the following provision:
  - “The prospective lower tier participant certifies that neither it nor its principals is currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.”
- xix. Comply with all Arkansas Department of Labor regulations that are applicable to this Project and require all contractors and subcontractors to do the same.
- xx. Include provisions from 2 C.F.R. § 200.326 in all contracts and require the same provisions in all subcontracts.
- xxi. In the event the Recipient elects to use its own personnel to accomplish eligible Project work, the Recipient acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work. The Recipient must maintain records, to include standard payroll records (approved timesheets, hours worked on Project and wages paid, tax and fringe benefit computations, evidence of payment, etc.) of the work in accordance with Paragraph 20 (“Retention of and Access to Records”). Such work will not be eligible for reimbursement under this Agreement.
- xxii. Complete construction of the Range by the end date of this Agreement in exact accordance with the Range Plans and Specifications and in full compliance with all applicable laws, rules, and regulations. The completed Range shall include all amenities described herein and in the Range Plans and Specifications, and it must have at least three (3) combination skeet/trap fields meeting NRA standards.
- xxiii. Provide for construction and installation of city utility service to the completed Range (i.e. water and sewer) and be responsible for the ongoing expense and maintenance of the same.
- xxiv. Provide for installation of all necessary electrical service to the completed Range and be responsible for the ongoing expense and maintenance of the same.
- xxv. Ensure that the completed Range is in compliance with noise control ordinances of units of local government that applied to the Range and its operation at the time the Range is constructed and begins operation. Specifically, the Recipient shall, by **October 31, 2017**, amend its Ordinance 46-70 (regarding loud noises in the

City of Jonesboro) to add and keep in place for the useful life of the Range the following or substantially similar section: “(d) That none of the terms or prohibitions of this ordinance shall apply to or be enforced against any noises resulting from the normal operation of a public or privately owned shooting range which has been approved by the City of Jonesboro. A range is in compliance with this ordinance when operated in accordance with the terms of the City’s approval and any required permits. The intent of this provision is that normal operations of approved ranges will qualify for the immunity from nuisance and noise pollution suits provided by Ark. Code Ann. § 16-105-502.”

- xxvi. Ensure that the completed Range meets all accessibility requirements under the Americans with Disabilities Act of 1990 (as amended from time to time) and the Architectural Barriers Act of 1968.

**6. Payment:**

- a) As consideration for the services rendered by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on an actual cost reimbursement basis an amount not to exceed \$2,000,000.00 (the “Budgeted Amount”) toward the total Project cost described in Exhibit “A” to assist the Recipient in completing construction of the Range. Such Budgeted Amount consists of the following: not to exceed \$2,000,000.00 from Section 4 Basic Hunter Education federal funding allocations. The Commission will retain control over said funds and expend them to reimburse the Recipient for those allowable and approved Project costs described in Exhibit “A,” up to the Budgeted Amount as detailed herein. The Recipient shall provide at least the 25% non-federal match required to be eligible to receive said federal funds.
- b) Upon completion of approved work described in Exhibit “A” in accordance with the Range Plans and Specifications, the Recipient will submit to the Commission a written request for reimbursement of 75% of the allowable and approved Project costs the Recipient has incurred and already paid. The remaining 25% shall not be reimbursed but shall fulfill the City’s required 25% non-federal match. Each request for reimbursement must only include costs not included in a previous request and must be supported by detailed documentation (receipts for payments made or invoices marked paid). The Recipient shall submit a request for reimbursement at least quarterly, and no more than monthly, unless otherwise approved by the Commission. The Recipient shall submit a final request for reimbursement of any remaining unreimbursed costs no more than 30 days after the end of the Agreement. The Recipient’s requests for reimbursement shall not individually or collectively exceed the Budgeted Amount.
- c) Payment is conditioned upon the timely receipt and acceptance of applicable, accurate, and complete documentation submitted by the Recipient. Payment shall be made only for allowable and approved Project costs described in Exhibit “A” in completing services approved and rendered pursuant to this Agreement. Final payment is contingent upon receipt of all required fiscal and programmatic reports, as well as the completion of all work described herein in Paragraph 5 (“*Scope of*

*Work*”). Upon receipt of a request with complete documentation, the Commission will process it for payment under normal Commission accounting practices and consistent with the terms of this Agreement, until the Budgeted Amount is exhausted. **Costs exceeding the Budgeted Amount, costs that are not allowable and approved Project costs described in Exhibit “A,” and any costs otherwise inconsistent with this Agreement are not eligible for payment by the Commission; and the Recipient shall use other funds to pay them as necessary to complete the Project.**

- d) Expenditures shall be made at the discretion of the principal officer in conformity with the Recipient’s approved budget and work plans as described in Exhibit “A,” and in relation to the fiscal policies of the Recipient. No portion of the grant funds may be used to purchase equipment or used for any purpose other than those described herein in Paragraph 3 (“*Objectives*”). For the purposes of this paragraph, the term “equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Recipient for financial statement purposes, or \$5,000 (see 2 C.F.R. § 200.33).
  - e) Funds provided through this Agreement are Federal financial assistance and shall not be used to match other Federal financial assistance programs.
7. **Program Income:** No revenue may be generated from the Range during the term of this Agreement.
8. **Pre-construction Conference and the Notice to Proceed:** Upon the execution of this Agreement by both parties, a pre-construction conference will be held between the Commission’s representatives and the Recipient’s authorized personnel to thoroughly discuss key construction and Project administration related issues. The notice to proceed will not be issued by the Commission until the Recipient has satisfactorily complied with all requirements of this Agreement and provided documentation as requested by the Commission. Any work performed prior to the issuance of the notice to proceed shall not be eligible for funds provided through this Agreement and must be funded by the Recipient. The Recipient must complete the Project funded by this Agreement by the end date of this Agreement. Subsequent work shall not be eligible for funds provided through this Agreement and must be funded by the Recipient.
9. **Performance Bond:** In accordance with state law, the Recipient shall ensure that any contractor providing services for this Project shall furnish a “Performance and Payment Bond” in the amount equal to 100 percent of the contract amount as security for the faithful performance of this Project and for payment of all indebtedness for labor and materials furnished or performed in connection with the Project. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas and shall be executed by a resident local agent who shall be entitled to full commission paid local agents and who is licensed by the Insurance Commissioner to

represent the surety company executing said bond and filing with said bond, his power of attorney as his authority. The mere countersigning of a Bond will not be sufficient. The bond shall be written in favor of the Recipient and executed pursuant to the terms of Arkansas Act 351 of 1953, as amended (Ark. Code Ann. §§ 18-44-501 et seq.). The contractor shall file (not record) the original with the clerk of the circuit court of the county in which the work is to be performed is located. The contractor is to pay all expenses incident to the filing of the bond.

10. **Other Responsibilities:** The Recipient shall obtain and maintain at its expense all required licenses, permits, agreements, leases, insurance, and government approvals, and provide access necessary to the performance of its obligations under this Agreement. The Recipient shall ensure that any contractor providing services for this Project be properly licensed in accordance with state law.
11. **Employment Eligibility Verification:** The Recipient will ensure a valid and complete Form I-9, Employee Eligibility Form, is on file for all persons furnishing labor for this Project.
12. **Liability:** The Recipient shall accept sole responsibility for all manner of claims, causes of action, or liability arising out of the use, construction, maintenance, and operation of the Range including, but not limited to, any accident, injury, or damage to the Recipient, its equipment or property, its employees or agents, or to any third party's person or property while conducting any activity related to this Agreement. AGFC shall not be liable for injuries or damages because of any action or inaction of any individual or organization in connection with this Agreement.

To the extent permitted by Arkansas law, the Recipient shall hold harmless, defend and indemnify AGFC, its Commissioners, Directors, and employees from or against any and all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from the Recipient's activities or performance under this Agreement or the use, construction, maintenance, and operation of the Range. Furthermore, notwithstanding the foregoing, the Recipient agrees that: (a) it will cooperate with AGFC in the defense of any action or claim brought against AGFC seeking the foregoing damages or relief; (b) it will in good faith cooperate with AGFC should any third party present any claims of the foregoing nature against AGFC to the Claims Commission of the State of Arkansas; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature. This Agreement shall be deemed and construed as binding solely between the two parties and shall not be deemed or construed as conferring any benefit or indemnification on behalf of any third party. Nothing in this Agreement shall be deemed or construed as an admission of liability or as a waiver of any sovereign immunity of either party. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

13. **Reports:**
  - a) The Recipient shall submit semi-annual Project performance and financial reports to the Commission Principal Contact.

- b) The Recipient shall submit a comprehensive final closeout report, in a format approved by the Commission, covering all aspects of the Project within 30 days after Project completion. Payment is contingent upon the timely receipt of the comprehensive final closeout report.
- c) The Recipient shall provide to the Commission digital photographs of the Project site: (1) prior to commencement of work, (2) during construction, and (3) upon completion of the Project.

**14. Project Inspection:**

- a) The Recipient shall be responsible for all day-to-day construction inspection and will be responsible for certifying to the Commission that all construction was accomplished as set forth in this Agreement.
- b) The Commission may inspect the Project at any reasonable time and may bring representatives of the U.S. Fish and Wildlife Service, its engineers or any other persons it deems advisable as part of the inspection team, and the Recipient shall consent to their entry on Recipient owned or controlled property. If the Project fails to conform to the requirements of this Agreement, the Commission may require the Recipient to promptly bring the Project into conformity with this Agreement at the Recipient's sole expense.
- c) The Commission may also suspend the Recipient's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the Commission. The Recipient shall promptly cease performance and incurring costs in accordance with the Commission's directive, and the Commission shall not be liable for costs incurred by the Recipient after the suspension of performance under this provision.
- d) **Failure of Recipient to take all necessary corrective action shall be grounds for immediate termination of this Agreement.**
- e) All inspections performed by the Commission, whether interim or final, are for the limited purpose of determining whether the Recipient's performance is within the scope of the grant award and generally conforms to the Range Plans and Specifications. The Commission is not responsible or liable for any non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Project, or any other problems which may occur or may become evident after the inspection. The Commission is neither an insurer nor guarantor against defects in the Project, including, without limitation, any improvements, systems, or components inspected. **THE COMMISSION MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE OR CONDITION OF THE PROJECT, IMPROVEMENTS, SYSTEMS, OR COMPONENTS INSPECTED.** The Commission assumes no responsibility or liability for any cost of repairing or

replacing any defects or conditions, whether reported or unreported, and is not responsible or liable for any future failures or repairs.

- 15. Notice of Completion and Final Inspection:** At the end of grant-funded Project construction, the Recipient shall submit to the Commission a notice of completion for the Project. After receiving the Recipient's notice of completion or the expiration of this Agreement, the Commission will perform a final inspection of the Project. If the final inspection reveals that the Range does not conform to the Range Plans and Specifications or is otherwise unsuitable, unfit, or unsafe for its intended uses as expressed herein, then the Commission shall provide the Recipient written notice of the nonconforming work or other problem(s); and the Recipient shall be required to correct the same at its sole expense within a reasonable time, which shall be specified in the notice.
- 16. Audit:** This Agreement is subject to the requirements of the Single Audit Act of 1984 (as amended and/or revised) and 2 CFR 200.501. The Recipient agrees to provide the Commission with a copy of their most current audit report and a copy of any subsequent audit report that includes this subgrant no later than six (6) months from the end of the Recipient's fiscal year. All audit reports must include the corresponding management letter. Additionally, the Recipient agrees to immediately notify the Commission of any audit that discloses material noncompliance or reportable conditions specifically related to this Project.
- 17. Federal Funding Accountability and Transparency Act (FFATA):** The Recipient shall comply with the FFATA and assist the Commission with FFATA compliance.
- 18. Retention of and Access to Records:**
  - a) In accordance with 2 CFR Part 200.333, the Recipient shall maintain all financial and programmatic records, supporting documents, statistical records and other records pertinent to performance under this Agreement during the term of this Agreement and for up to five (5) years (note: this is two (2) years longer than the minimum of three (3) years required by the CFR) after Project completion and approval of the Recipient's final expenditure report to the Commission. If any litigation, claim or negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
  - b) In accordance with 2 CFR Part 200.336, the U.S. Fish and Wildlife Service, the Comptroller General of the United States, the Commission, or any of their authorized representatives shall have the right of access to such records during the required retention period or as long as the records are retained, whichever is later.
  - c) Records for real property acquired with Federal funds must be retained for 5 years after final disposition.

- d) Federal award-related information, where practicable, should be collected, transmitted and stored in open and machine readable formats as required by 2 CFR Part 200.335.
- e) In the event any work is subgranted or subcontracted, the Recipient shall similarly require each subgrantee and subcontractor to maintain and allow access to the records.

**19. Duration:**

- a) The period of performance for this Agreement shall begin **on the last date shown on the signature page hereto**, and end at 11:59 p.m. U.S. Central Time on **June 30, 2020**, unless terminated earlier in accordance with its terms herein.
- b) The Range must be completed by the end date of this Agreement.
- c) This Agreement may be terminated by mutual consent of the parties upon good cause shown with thirty (30) days' written notice. Any such termination of the Agreement is without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- d) Additionally, AGFC shall also have the immediate right to terminate this Agreement if:
  - i. the USFWS does not approve amending the Grant Award to specifically add this Project and authorize use of the federal grant funds to construct the Range;
  - ii. the Recipient fails to meet a deadline identified above in Paragraph 5.b);
  - iii. the Environmental Assessment for the Construction of a Public Shooting Range indicates that the proposed site is not suitable;
  - iv. the USFWS Section 7 Biological Evaluation / Assessment concludes that the Project is likely to adversely affect ESA-listed species or their critical habitat;
  - v. the Range Plans and Specifications do not conform to this Agreement and applicable NRA standards, and the Recipient fails to correct the nonconformance within a reasonable time after notification from AGFC;
  - vi. the Recipient fails to commence work on the Project within six (6) months from the Commission issuance of the notice to proceed, or by any date agreed upon in writing for commencement of work;
  - vii. the Recipient fails to complete construction of the Range by the date specified herein;
  - viii. once completed, the Range does not conform to the Range Plans and Specifications, and the Recipient fails to correct the nonconforming work within a reasonable time after notification from AGFC;
  - ix. once completed, the Range is unsuitable, unfit, or unsafe for its intended uses as expressed herein, and the Recipient fails to correct the problem(s) within a reasonable time after notification from AGFC; and/or

- x. the Range becomes the subject of a lawsuit successful in permanently enjoining the completion of its construction or commencement of its operation as a sport shooting facility.

Upon termination for any of the preceding reasons, the Recipient shall immediately upon demand reimburse the Commission one hundred percent (100%) of the grant funds that Recipient received under this Agreement.

- e) In the event the Arkansas General Assembly fails to appropriate sufficient funds or make monies available for any fiscal year covered by the term of this Agreement, this Agreement shall be terminated on the last day of the last fiscal year for which sufficient funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the Commission may have.
  - f) Upon expiration or termination of this Agreement for any reason, the Recipient shall return to the Commission all unexpended grant funds, including interest income.
- 20. Amendment:** Amendments to this Agreement may be proposed by either party upon written notice to the other party, and such amendments shall become effective as soon as signed by both parties hereto. The Recipient agrees to submit to AGFC for prior approval any changes which alter the budget of the Range (as contained in Exhibit "A"), the use of the Range, its functional layout, the completion period, or the project scope. Should changes occur or problems be encountered during the duration of this Agreement, the Recipient should contact AGFC immediately.
- 21. Non-Discrimination:** The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color, national origin, age, and sex, or disability. This paragraph is to be included in all contracts and subcontracts.
- 22. Equal Employment Opportunity:** During the performance of this Agreement, the parties hereto shall abide by the provisions of Executive Order 11246, as amended, and agree not to discriminate in employment practices or subcontracts with regard to race, color, sex, age, religion, national origin, or disability.
- 23. Terms of Acceptance and Legal Compliance:** The Recipient shall at all times observe and fully comply with any and all applicable federal, state, and local laws, statutes, orders, ordinances, regulations, policies, and guidelines in performing under this Agreement, including, but not limited to, laws controlling bidding, procurement; use of registered engineers, architects, or other professionals; building codes; and civil rights acts. The Recipient shall also comply with the terms and conditions contained in the



following exhibits, all of which are attached hereto and incorporated herein by reference as if set out word for word: Exhibit “A” (the Commission’s grant award from the U.S. Fish and Wildlife Service); Exhibit “B” (the Range Plans and Specifications); Exhibit “C” (“*Assurances – Construction Programs*”); and Exhibit “E” (“*Contract and Grant Disclosure Certification Form*”). The Recipient shall ensure that all contractors and subcontractors on this Project comply with the above.

Additionally, the Recipient agrees and assures that it will comply with the federal regulations, program legislation or regulation, and special award terms and conditions applicable to the Commission’s grant award from the U.S. Fish and Wildlife Service. The federal regulations (including cost principles and administrative requirements) applicable to this Agreement are listed by recipient type in Exhibit “F” (“*U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions*”), which is attached hereto and incorporated herein by reference as if set out word for word (copy also available at <https://www.fws.gov/grants/atc.html>). Additional federal compliance requirements governing this Agreement are available in the U.S. Fish and Wildlife Service’s Wildlife & Sport Fish Restoration Program (“WSFRP”) Toolkit located at <https://fawiki.fws.gov/display/WTK/Toolkit+Homepage>.

24. **Conflict of Interest:** No official or employee of the Recipient shall participate personally through decisions, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which grant funds (including interest income or other income generated by Project activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or has less than an arms-length transaction.
25. **Appearance:** In the use of grant funds, officials or employees of the Recipient shall avoid any action that might result in, or create the appearance of, using their official position for private gain; giving preferential treatment to any person; losing complete independence or impartiality; making an official decision outside official channels; or adversely affecting public confidence in the integrity of the Commission or the Federal Aid in Wildlife Restoration Program – Basic Hunter Education and Safety Program.
26. **Whistleblower Protection:** In accordance with 41 U.S.C. § 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:
  - a) This award and related subawards and contracts over the simplified acquisition threshold, defined in 41 U.S.C. § 134, and all employees working on this award and related subawards and contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- b) Recipients, and their subrecipients and contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.
  - c) The Recipient shall insert this paragraph, including this subparagraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.
27. **National Historic Preservation Act Compliance:** If the Recipient encounters the following while performing under this Agreement, it shall immediately stop all work in the vicinity of the discovery and take reasonable measures to avoid or minimize harm to the finds: archeological deposits, including but not limited to pottery or ceramics, stone tools, projectile points, dugout canoes, metal implements, historical building material, that could be associated with Native American, early European, or American settlements; historic resources (as defined by Section 301 of the National Historic Preservation Act, “any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion on the National Register, including artifacts, records, and material remains related to such a property or resource”); or bones or human remains. The Recipient shall immediately notify the Commission’s principal contact, who shall immediately inform the Wildlife and Sport Fish Restoration Program (“WSFR”) and consult with the State Historic Preservation Office (“SHPO”). The Recipient shall not resume work in any areas identified until consultation is completed, appropriate measures have been taken to ensure that the project is in compliance with the NHPA, and the Commission’s principal officer authorizes the resumption of work. Additional conditions may apply. The Recipient shall insert this paragraph in all subawards and contracts related to this award.
28. **Applicable Law:** This Agreement shall be governed by the laws of the State of Arkansas. With respect to any claim for monetary damages against the Commission, the appropriate venue shall be in the Arkansas State Claims Commission, Pulaski County, Arkansas.
29. **Inventions:** The Recipient and its principal officer shall comply with the stipulations of Public Law 96-517, as amended.

**30. Principal Contacts:**

Recipient Principal Officer:

Honorable Harold Perrin  
Mayor, City of Jonesboro  
300 South Church Street  
PO Box 1845  
Jonesboro, AR 72403  
Tel: (870) 932-1052  
Fax: (870) 933-4619  
E-mail: hperrin@jonesboro.org

Commission Principal Contact:

Grant Tomlin, Assistant Chief  
AGFC Education Division  
2 Natural Resources Dr.  
Little Rock, AR 72205  
Tel: (501) 470-9904  
E-mail: grant.tomlin@agfc.ar.gov

Recipient Administrative Contact:

Honorable Harold Perrin  
Mayor, City of Jonesboro  
300 South Church Street  
PO Box 1845  
Jonesboro, AR 72403  
Tel: (870) 932-1052  
Fax: (870) 933-4619  
E-mail: hperrin@jonesboro.org

Commission Administrative Contact:

Arkansas Game and Fish  
Commission  
Jeff Crow, Director  
2 Natural Resources Dr.  
Little Rock, AR 72205  
Tel: (501) 223-6300

**31. Miscellaneous:**

- a) The parties are contemporaneously executing herewith a Memorandum of Agreement, which governs the operation and maintenance of the completed Range.
- b) The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain.
- c) The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of their respective party organization or entity, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- d) No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.

**32. Exhibit List:** The following exhibits are attached hereto and incorporated by reference as if set out word-for-word herein:

- a) Exhibit "A" – The Commission's grant award from the U.S. Fish and Wildlife Service
- b) Exhibit "B" – "*Boundary Survey*" and "*Range Plans and Specifications*"
- c) Exhibit "C" – "*Assurances - Construction Programs*"
- d) Exhibit "D" – "*Lead Management Plan*"
- e) Exhibit "E" – "*Contract and Grant Disclosure Certification Form*"

- f) Exhibit “F” – “*U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions*” (eff. 01-06-17)
- g) Exhibit “G” – “*Environmental Assessment for the Construction of a Public Shooting Range*”
- h) Exhibit “H” – “*USFWS Section 7 Biological Evaluation / Assessment*”

**33. Entire Agreement and Order of Precedence:**

- a) This Subgrant Agreement and the above-referenced Memorandum of Agreement constitute the entire agreement between the parties as to the Range.
- b) In the event that there is any conflict, contradiction, or ambiguity between any documents, exhibits, and attachments that form part of said entire agreement, the same shall be resolved by giving precedence in the following order:
  - i. **Prior to completion of Range construction:** (1) the bodies of this federal Subgrant Agreement and any written amendments thereto (later having precedence over earlier) shall be given first priority and govern their respective construction components; (2) their referenced or attached documents, plans, specifications, and exhibits shall be given second priority; and (3) the body of the Memorandum of Agreement and any written amendments thereto (later having precedence over earlier) shall be given third priority, with its referenced or attached documents, plans, specifications, and exhibits being given fourth priority.
  - ii. **Following completion of Range Construction:** (1) the body of the Memorandum of Agreement and any written amendments thereto (later having precedence over earlier) shall be given first priority and govern the ongoing maintenance and operation of the Range; (2) its referenced or attached documents, plans, specifications, and exhibits shall be given second priority; and (3) the bodies of this federal Subgrant Agreement and any written amendments thereto (later having precedence over earlier) shall be given third priority for the remainder, if any, of their respective terms, with their referenced or attached documents, plans, specifications, and exhibits being given fourth priority.
- c) In the event of a conflict between good practice and the requirements of the Commission or its authorized agent, the matter shall be promptly submitted to the Commission’s authorized agent, who shall promptly have a determination made in writing. Any deviation from this Agreement by the Recipient without such a determination shall be at its own risk and expense.

**34. Survival:** Rights and obligations that by their nature should survive or that this Agreement expressly states will survive shall remain in full force and effect following completion, expiration, termination, or cancellation of this Agreement. The parties shall cooperate with each other during and following termination or expiration of this Agreement as to those surviving rights and obligations, and to comply with all applicable laws, rules, and regulations. The parties specifically, but without limitation, agree that this paragraph and Paragraphs 5.b)iii, 5.b)v, 5.b)xiii, 5.b)xxv, 6.d), 6.e), 12, 16, 18, 19.d),

19.f), 21, 22, 23, 28, and 33 will survive the completion, expiration, termination, or cancellation of this Agreement.

**35. Signatures of authorized officials:**

**ARKANSAS STATE GAME AND FISH  
COMMISSION**

**CITY OF JONESBORO, ARKANSAS**

By: \_\_\_\_\_  
Jeff Crow, Director

By: \_\_\_\_\_  
Harold Perrin, Mayor

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTESTED TO:

By: \_\_\_\_\_  
Donna Jackson, City Clerk