



Attorneys at Law
Alabama
Florida
Louisiana
Mississippi
South Carolina
Tennessee
Texas
Washington, DC

Jeffery S. DeArman
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January 17, 2019

VIA HAND DELIVERY

Regions Bank
250 Riverchase Parkway East, Ste 600
Birmingham, AL 35244
Attention: Korey Cox

**Re: ROW Option to Purchase covering property located at 4902 East
Nettleton Avenue, in Craighead County, Arkansas (Our file number
010778-000602)**

Dear Korey:

Enclosed, please find two (2) checks in the amounts of \$124,383.00 and \$5,544.00 which represent the proceeds applicable for the ROW taking and the temporary construction easement covering real estate located in Craighead County, Georgia.

I have also enclosed a copy of (i) the Temporary Construction Easement; and (ii) the Special Warranty Deed for your records.

Should you have any questions, please do not hesitate to call me. My telephone number is (205) 250-5059.

Very truly yours,

ADAMS AND REESE LLP

Jeffery S. DeArman

JSD/ks
Enclosures

Prepared By:
William P. Allison, Esq.
Allison Law Firm, P.A.
1501 N. University Ave., Suite 220
Little Rock, Arkansas 72207

Professional Land Title Company of Arkansas
2120 West Main St
Cabot, AR 72023
(501) 843-1881
File No. **ORJB-56**
Job No. **100824**
City of Jonesboro

SPECIAL WARRANTY DEED

THAT **REGIONS BANK**, an Alabama state banking corporation (f/k/a Bank of Northeast Arkansas) (“Grantor”), for and in consideration of the sum of One Hundred Twenty-Four Thousand, Three Hundred Eighty-Three and No/100 Dollars (\$124,383.00) and other good and valuable consideration, paid by **CITY OF JONESBORO**, an agency of the State of Arkansas (“Grantee”), the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, and unto its successors and assigns forever, the following described lands, save and except such minerals therein and thereunder, as oil, gas, distillate, condensate, salt water and its components, hydrocarbons, sulfur minerals and all other hydrocarbons which do not interfere with the surface use for highway purposes, said lands being more particularly described as follows in the County of Craighead, State of Arkansas, (the “Property”):

SEE ATTACHED EXHIBIT A

To have and to hold the same unto the Grantee and unto its successors and assigns forever, with all tenements, appurtenances and hereditaments thereunto belonging.

Except as otherwise provided herein, Grantor covenants that Grantor will warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but not otherwise.

The conveyance of the Property is subject to easements, conditions and restrictions of record that lawfully affect the Property and those matters that would be shown on a current, accurate survey of the Property or by an inspection thereof, as well as taxes and assessments from the date of the conveyance.

Grantee hereby acknowledges and agrees that in no event shall the conveyance of the Property prevent or affect Grantor’s right of access the remainder portion of Grantor’s property which is not part of the conveyance contemplated herein.

IN WITNESS WHEREOF, this 21st day of December, 2018.

GRANTOR:

REGIONS BANK,
an Alabama state banking corporation

By: Korey J. Cox

Name: Korey J. Cox

Title: Vice President

ACKNOWLEDGMENT

State of Alabama)
County of ~~Shelby~~ Jefferson)

On this 21st day of December, 2018, before me, Kimberly A. Dunn, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **Korey J. Cox** (being the person or persons authorized by said state banking corporation to execute such instrument, stating his in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the Vice President of the REGIONS BANK, an Alabama state banking corporation, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of state banking corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of December, 2018.

Kimberly A. Dunn
Notary Public

My Commission expires _____ **My Commission Expires:**
December 10, 2022
[SEAL]

DOCUMENTARY TAX STATEMENT

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument, OR this instrument is exempt from the real property transfer tax.

Tara Deed, agent AT
Arkansas State Highway Commission or Agent

Grantee: Arkansas State Highway Commission
Grantee's Address: P.O. Box 2261, Little Rock, AR 72203

EXHIBIT A

Part of Lot 12 of Howard Addition being a part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 14 North, Range 4 East, Craighead County, Arkansas more particularly described as follows:

BEGINNING at a point being used as the Southwest Corner Lot 12 of Howard Addition; thence North 33°06'39" East along the East right of way line of Watt Street as established by the Plat of Howard Addition recorded in Plat Book 10, Page 390 a distance of 106.85 feet to a point on the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by AHTD Job 100824; thence South 25°44'54" West along said right of way line a distance of 79.55 feet to a point; thence South 11°16'08" East along said right of way line a distance of 41.28 feet to a point on the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by the Plat of Howard Addition recorded in Plat Book 10, Page 390; thence North 54°37'51" West along said right of way line a distance of 39.09 feet to the **POINT OF BEGINNING** and containing 0.03 acres (1,099 sq. ft.) more or less as shown on AHTD plans referenced as Job 100824.

AND ALSO:

Part of Lot 10 of Howard Addition being a part of the Northwest Quarter of the Northeast Quarter of Section 27, Township 14 North, Range 4 East, Craighead County, Arkansas more particularly described as follows:

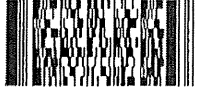
Commencing at a point being used as the Southwest Corner Lot 12 of Howard Addition; thence South 54°37'51" East along the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by the Plat of Howard Addition recorded in Plat Book 10, Page 390 a distance of 116.00 feet to a point on the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by AHTD Job 100824 for the **POINT OF BEGINNING**; thence North 23°22'39" East along said right of way line a distance of 11.92 feet to a point; thence South 66°36'26" East along said right of way line a distance of 12.00 feet to a point; thence South 07°17'35" West along said right of way line a distance of 16.04 feet to a point on the North right of way line of U.S. Highway 63 Business (Nettleton Avenue) as established by the Plat of Howard Addition recorded in Plat Book 10, Page 390; thence North 54°37'51" West along said right of way line a distance of 16.81 feet to the **POINT OF BEGINNING** and containing 191 square feet more or less as shown on AHTD plans referenced as Job 100824.

Total to acquire being 0.03 acres (1,290 sq. ft.) more or less as shown on AHTD plans referenced as Job 100824.



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

Affidavit of Compliance



File Number: ORJB-56

Grantee: CITY OF JONESBORO
Mailing Address: 300 S. CHURCH STREET
JONESBORO AR 724010000

Grantor: REGIONS BANK
Mailing Address: 250 RIVERCHASE PARKWAY, 6TH FLOOR
BIRMINGHAM AL 352440000

Property Purchase Price: \$124,383.00
Tax Amount: \$0.00

County: CRAIGHEAD
Date Issued: 12/13/2018
Affidavit ID: 1106544640

The grantee/grantor claims the following exemption to the Real Estate Transfer Tax:

A transfer to or from the United States, the State of Arkansas, or any of the instrumentalities, agencies, or political subdivisions of the United States or the State of Arkansas.

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

Grantee or Agent Name (printed): Tara Deich, agent PLT

Grantee or Agent Name (signature): Tara Deich, agent PLT Date: 1/3/19

Address: 300 S. Church Street

City/State/Zip: Jonesboro, AR 72401

JOB: 100824
TRACT: 56E-1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT Regions Bank, an Alabama state banking corporation ("Grantor") (f/k/a Bank of Northeast Arkansas) for and in consideration of Five Thousand Five Hundred and Forty-Four Dollars, (\$5,544.00), and other valuable considerations, to cash in hand paid by the Arkansas State Highway Commission, the receipt of which is hereby acknowledged, does hereby give and grant to the Arkansas State Highway Commission, City of Jonesboro ("Grantee"), its successors and assigns, an exclusive temporary easement for the sole purposes necessary for Highway construction, together with free ingress and egress, to, across, through and over the lands shown on the Right of Way Plans for Job No.100824, and designated as Tract No. 56E-1 situated in the County of Craighead, State of Arkansas.

See Exhibit A Attached Hereto (Tr 56E-1) (the "Easement Area")

The Grantee, its successors and assigns, shall have the non-exclusive right to use and enjoy the Easement Area covered by the easement only for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to notify Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance.

The Grantee, at Grantee's sole cost and expense, will restore the Easement Area to a condition as good or better than prior to it performing any such work. Furthermore, Grantee, at Grantee's sole cost and expense, shall repair any damage to Grantors Property located outside the Easement Area, including any improvements located outside same, to the extent caused by the Grantee, its agents, employees, representatives, contractors, or subcontractors, or to the extent arising from any construction and/or maintenance performed by Grantee or from the Grantee's use of said easement.

The conveyance of the easement contemplated in this instrument is subject to all easements, conditions and restrictions of record that lawfully affect the Easement Area those matters that would be shown on a current, accurate survey of the Easement Area or by an inspection thereof.

Furthermore, in no event shall the conveyance of the Easement Area prevent or affect Grantor's right to access the remainder portion of Grantor's property which is not part of the conveyance contemplated herein. During construction, it is acknowledged that Grantee shall have the right to partially restrict existing access points subject, however, to the following: (a) only one (1) access point shall be under construction at any one time; (b) with regard to the access point that is under construction, at least fifty (50%) of such access point shall remain open and available for use by Grantor, its employees, agents, representatives, contractors, customers and invitees twenty-four (24) hours per day, seven (7) days per week; (c) except as expressly provided in subsection (b) above, internal traffic flow within any portion of the Grantor property shall not be impacted; and (d) no parking spaces located on any portion of the Grantor's property will be affected.

The temporary easement over and across the Easement Area shall expire upon the earlier of (a) the completion of that portion of the right-of-way project which affects the Real Estate; or (b) three (3) years following the date of the temporary easement agreement.

TO HAVE AND TO HOLD the same unto the said Arkansas State Highway Commission and to its successors and assigns for and during the term aforesaid and for the purposes hereinabove set forth.

WITNESS my signature of this 21st day of December, 2018.

GRANTOR:

REGIONS BANK,
an Alabama state banking corporation

By: Korey J. Cox
Name: Korey J. Cox
Title: Vice President

ACKNOWLEDGMENT

State of Alabama)
County of ~~Shelby~~ Jefferson)

On this 21st day of December, 2018, before me, Kimberly A. Dunn, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Korey J. Cox (being the person or persons authorized by said corporation to execute such instrument, stating his in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the Vice President of REGIONS BANK, an Alabama state banking corporation, and was duly authorized in his respective capacity to execute the foregoing instrument(s) for and in the name and behalf of state banking corporation, and further stated and acknowledged that he had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of December, 2018.

Kimberly A. Dunn
Notary Public

My Commission expires December 10, 2022
[SEAL]

WITNESS my signature of this 9 day of January, 2018.

GRANTEE:

ARKANSAS STATE HIGHWAY COMMISSION

a _____

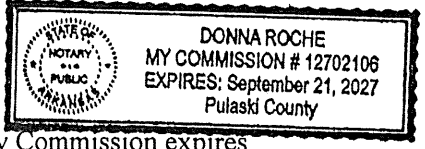
By: Jennifer Williams
Name: Jennifer R. Williams
Title: Division Head, Right of Way Division

ACKNOWLEDGMENT

State of Arkansas)
County of Pulaski)

On this 9th day of January, 2019, before me, Donna Roche, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Jennifer R. Williams (being the person or persons authorized by said Arkansas State Highway Commission to execute such instrument, stating hers in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that she was the Right of Way Division Head for the Arkansas Department of Transportation and was duly authorized in her respective capacity to execute the foregoing instrument(s) for and in the name and behalf of Arkansas State Highway Commission, and further stated and acknowledged that she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of January, 2019.



Donna Roche
Notary Public

My Commission expires _____ [SEAL]

Exhibit A

[Easement Area]

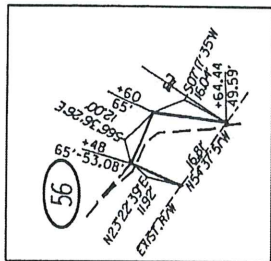
[See Attached]

T-14-N; R-4-E



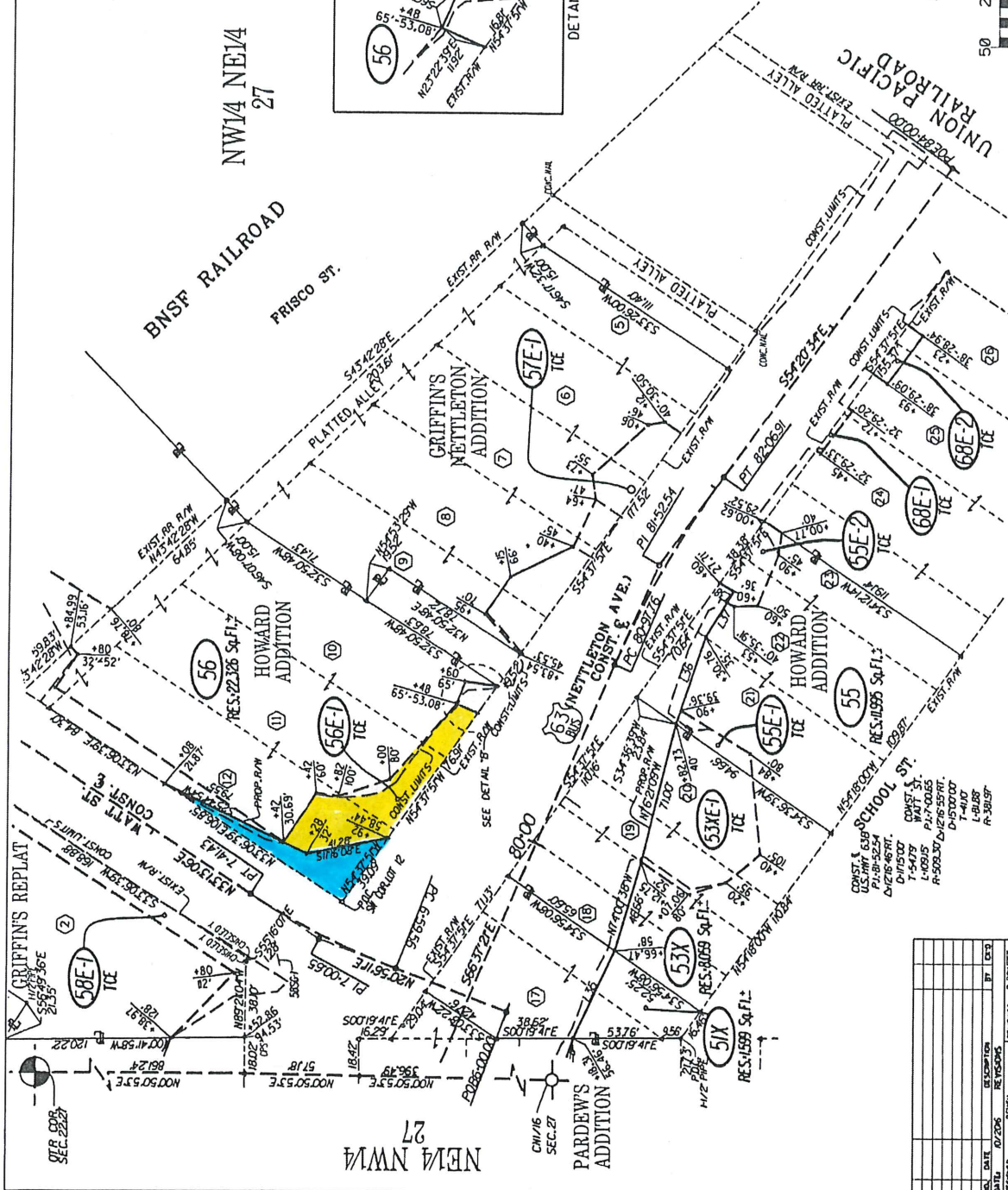
NW1/4 NE1/4
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BNSF RAILROAD
FRISCO ST.



Name	Length	Direction
L35	48.19'	N 64° 47' 07" W
L36	45.92'	N 71° 37' 29" W
L38	27.24'	N 57° 59' 38" W
L38	6.24'	S 30° 22' 48" W

BNSF RAILROAD OVERPASS
(JONESBORO) P.E.
ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
JOB 100824
CRAIGHEAD COUNTY



CONST. U.S. UNIT 6349
PL-B-5254
D-1216-46-RT.
D-1105-00
L-15407
L-10000
R-5083-307
D-1141-007
L-81087
R-381587

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PARDEW'S
ADDN

GRIFFIN'S REPLAT

WATT ST
CONST. &
PLATTED ALLEY

HOWARD
ADDN

GRIFFIN'S
NETTLETON
ADDN

NETTLETON AVE.
CONST. & AVE.

PLATTED ALLEY

FRISCO ST.

BNSF RAILROAD

UNION PACIFIC
RAILROAD

PLATTED ALLEY

FRISCO ST.

BNSF RAILROAD

UNION PACIFIC
RAILROAD

PLATTED ALLEY

FRISCO ST.

BNSF RAILROAD

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FRISCO ST.

BNSF RAILROAD

UNION PACIFIC
RAILROAD

PLATTED ALLEY

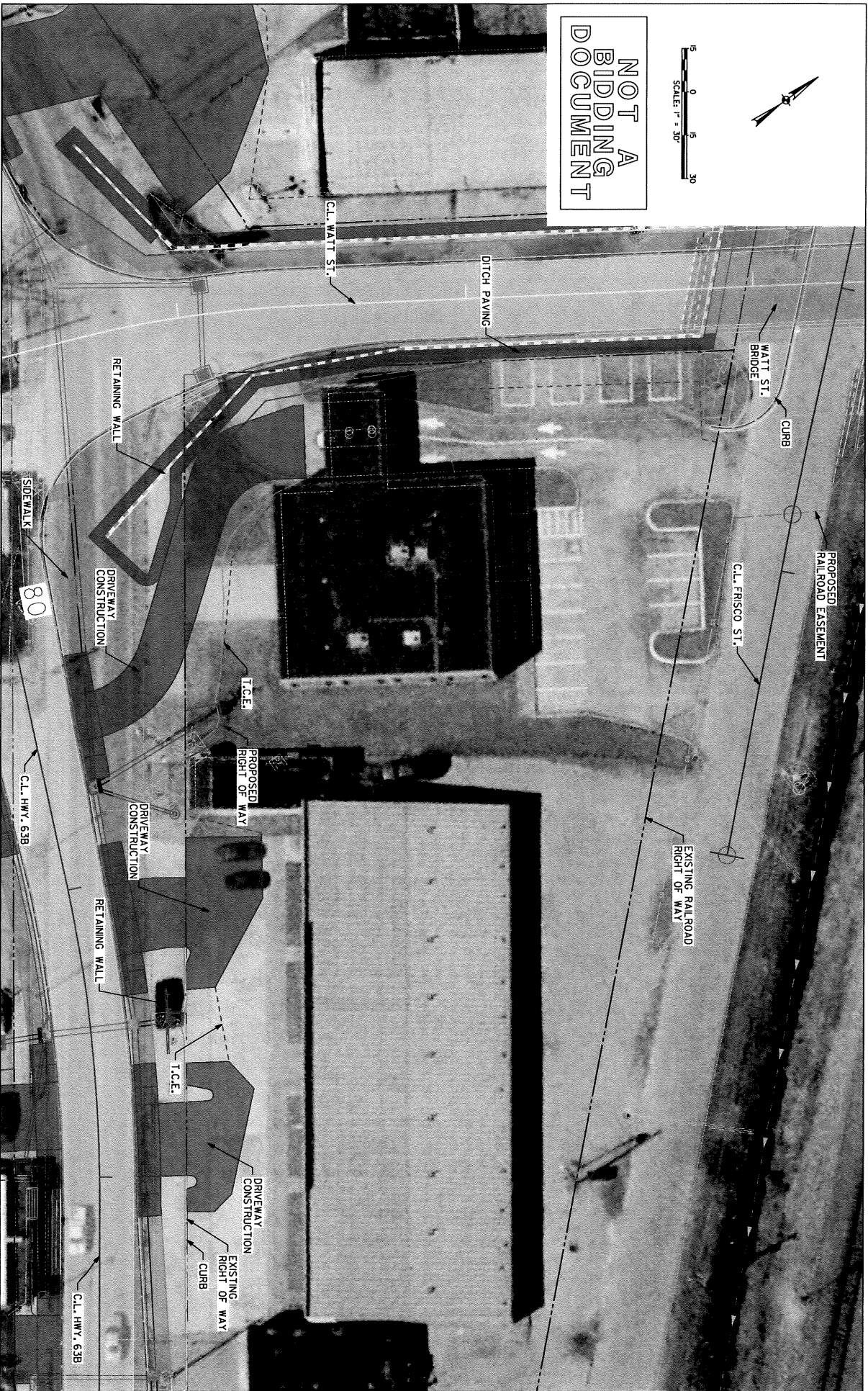
FRISCO ST.

BNSF RAILROAD

UNION PACIFIC
RAILROAD

PLATTED ALLEY

NOT A
BIDDING
DOCUMENT



Agency Name: AR DEPT OF TRANSPORTATION
Address : P.O. BOX: 2261
City, St Zip: LITTLE ROCK AR 72203-2261

(501-569-2000)

Warrant Numb: W 1910085542
Warrant Date: 8/26/2018
Payment Date: 8/26/2018

Vendor Number: W009001

Invoice #	Document Text	Net Amount
80384604982019	VO 60036 PO	5,544.00

JOB# 100924
TR# 056E

TOTALS THIS WARRANT 5,544.00



THIS WARRANT VOID AFTER JUNE 30, 2020
Auditor of State of Arkansas
To the State Treasurer, Little Rock, Ark

NM W 1910085542
64-1278/611 GA
BANK OF AMERICA

PAY TO THE ORDER OF:

AGENCY	MO.	DAY	YEAR
0090	08	26	2018

REGIONS BANK

- PAY THIS AMOUNT -

*****5544.00

five thousand five hundred forty-four Dollars & 00/100

DO NOT BEND, FOLD OR MUTILATE



I CERTIFY THE SUM HEREIN IS DUE BY THE STATE OF ARKANSAS TO THE PAYEE NAMED HEREIN AND THE STATE TREASURER IS HEREBY DIRECTED TO PAY SAID SUM TO THE ORDER OF THE PAYEE OUT OF THE APPROPRIATION HEREIN SPECIFIED.

Andrea Lea

⑈ 1910085542 ⑈ ⑆ 061112788 ⑆ 003359881060 ⑈

Agency Name: AR DEPT OF TRANSPORTATION
Address : P.O. BOX: 2261
City, St Zip: LITTLE ROCK AR 72203-2261

(501-569-2000)

Warrant Num: W 1910085543
Warrant Date: 8/26/2018
Payment Date: 8/26/2018

Vendor Number: W009001

Invoice #

Document Text

Net Amount

80384605102019

VO 60036 PO

124,383.00

JOB# 160824
TR# 056

TOTALS THIS WARRANT

124,383.00



THIS WARRANT VOID AFTER JUNE 30, 2020
Auditor of State of Arkansas
To the State Treasurer, Little Rock, Ark

NM W 1910085543

64-1278/611 GA
BANK OF AMERICA

PAY TO THE ORDER OF:

AGENCY	MO.	DAY	YEAR
0090	08	26	2018

REGIONS BANK

- PAY THIS AMOUNT -

*****124383.00

one hundred twenty-four thousand three hundred eighty-three Dollars & 00/100

I CERTIFY THE SUM HEREIN IS DUE BY THE STATE OF ARKANSAS TO THE PAYEE NAMED HEREIN AND THE STATE TREASURER IS HEREBY DIRECTED TO PAY SAID SUM TO THE ORDER OF THE PAYEE OUT OF THE APPROPRIATION HEREIN SPECIFIED.

DO NOT BEND, FOLD OR MUTILATE

Andrea Lea

⑈1910085543⑈ ⑆061112788⑆ 003359881060⑈