



16 Ryeland Drive, Ste. D, Cabot, AR 72023
Phone: 501-843-1881 Fax: 501-843-4882

CLOSING STATEMENT

**Saline County, Arkansas
Bryant Pkwy. Extension (S)
Bryant, AR 72022
Job: 061705
Tract: 01
File 6-19676**

Total Purchase Price	\$ <u>446,150.00</u> ____
Administrative Settlement	\$ <u>191,190.00</u>
Total Consideration Paid Grantor	\$ <u>637,340.00</u>

I, _____ on _____, _____, certify that this is a true and correct statement of the closing of subject tract and payment of just compensation, therefore.

We, Saline County, Arkansas, the undersigned grantor(s) acknowledge receipt of this closing statement and a check in the amount shown hereto as full and final payment of just compensation for the purchase of this property as designated by the above captioned tract and job number, which corresponds to the deed (I/we) have executed.

Dated this _____ day of _____, 2022.

**For tax purposes we are tabulating the values as appraised, optioned and paid.
A 1099-S of gross proceeds must be submitted to the IRS for Federal ID# _____ .**

Saline County, Arkansas

**By: Jeff Arey
Title: Judge**

Compensation Breakdown

Land (1,262,013±sq. ft.)	<u>\$446,150.00</u>
Admin. Settlement	<u>\$191,190.00</u>
Net Proceeds	<u>\$637,340.00</u>

*Improvements: N/A

NO LIEN/NO LEASE AFFIDAVIT

Date:

To Whom It May Concern:

That, Saline County, Arkansas, the owners of Property described in Exhibit A, located in Saline County, Arkansas and shown on the attached map, do hereby certify that there are no recorded or unrecorded Leases or Mortgages/Deed of Trust(s), personal notes and/or obligations encumbering the above described real estate currently in existence to be paid off with closing proceeds.

The property is subject to Reservations under Quitclaim Deed filed with the Saline County Circuit Clerk as Instrument Number 02-059653 filed August 21, 2002.

Access, Water Rights and Easement Agreement at Instrument Number 02-059727, or other easements filed the same day (02-059702, 02-059711).

Date this _____ day of _____, 2022.

Saline County, Arkansas

By:

Jeff Arey, Judge

STATE OF ARKANSAS
COUNTY OF SALINE

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2022, by Jeff Arey, Judge of Saline County, Arkansas.

Notary Public
My Commission expires:

**Exhibit A
Property**

Part of the Southeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 34, part of the West Half of the Northwest Quarter of Section 35, part of the Southwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 26, all in Township 1 South, Range 14 West, Saline County, Arkansas, more particularly described as follows:

BEGINNING at a 5/8 inch rebar found at the Southeast Sixteenth Corner of said Section 34; thence North 88°27'52" West along the South line of the Northwest Quarter of the Southeast Quarter of said Section 34 a distance of 119.18 feet to the Western right of way line of the Bryant Parkway extension as established by Job 061705; thence North 18°02'37" East along said right of way line a distance of 1,044.77 feet; thence North 27°28'42" East along said right of way line a distance of 119.85 feet; thence North 42°22'49" East along said right of way line a distance of 17.43 feet; thence North 48°50'00" West a distance of 212.27 feet; thence North 67°18'27" West along said right of way line a distance of 70.00 feet; thence North 81°01'09" West along said right of way line a distance of 70.00 feet; thence North 87°25'16" West along said right of way line a distance of 113.30 feet; thence North 04°15'13" East a distance of 42.39 feet to the South line of the Northeast Quarter of said Section 34; thence South 89°19'08" East along said South line a distance of 246.48 feet to the Western right of way line of the Bryant Parkway extension as established by Job 061705; thence South 66°25'24" East along said right of way line a distance of 70.18 feet; thence South 48°50'00" East along said right of way line a distance of 199.35 feet; thence North 42°22'49" East along said right of way line a distance of 57.50 feet; thence North 57°47'55" East along said right of way line a distance of 170.41 feet; thence South 88°47'37" East along said right of way line a distance of 70.66 feet; thence North 64°12'07" East along said right of way line a distance of 500.18 feet; thence North 21°16'14" East along said right of way line a distance of 40.81 feet; thence North 69°23'21" East along said right of way line a distance of 240.91 feet; thence North 64°13'21" East along said right of way line a distance of 166.77 feet; thence North 45°57'56" East along said right of way line a distance of 78.65 feet; thence North 32°26'42" East along said right of way line a distance of 159.34 feet; thence North 10°13'42" East along said right of way line a distance of 160.30 feet; thence North 00°53'36" East along said right of way line a distance of 879.33 feet; thence North 23°02'08" East along said right of way line a distance of 210.22 feet; thence North 41°53'20" East along said right of way line a distance of 740.69 feet; thence North 29°32'43" East along said right of way line a distance of 179.47 feet; thence North 17°25'42" East along said right of way line a distance of 207.24 feet; thence North 25°49'59" East along said right of way line a distance of 677.70 feet; thence North 08°52'31" East along said right of way line a distance of 68.96 feet; thence North 30°32'14" East along said right of way line a distance of 238.84 feet; thence North 22°05'19" East along said right of way line a distance of 249.88 feet; thence North 18°23'01" East along said right of way line a distance of 1,150.94 feet; thence North 38°36'54" East along said right of way line a distance of 199.39 feet; thence North 61°51'54" East along said right of way line a distance of 165.02 feet; thence North 85°46'43" East along said right of way line a distance of 219.78 feet; thence North 77°10'24" East along said right of way line a distance of 139.91 feet; thence North 53°42'44" East along said right of way line a distance of 139.91 feet; thence North 29°54'44" East along said right of way line a distance of 139.91 feet; thence North 06°06'44" East along said right of way line a distance of 139.91 feet; thence North 17°41'16" West along said right of way line a distance of 139.91 feet; thence North 53°04'30" West along said right of way line a distance of 139.95 feet; thence North 47°33'53" West along said right of way line a distance of 120.34 feet to the Southern right of way line of the Union Pacific Railroad; thence North 48°26'33" East along said right of way line a distance of 216.19 feet to the Eastern right of way line of the Bryant Parkway extension as established by Job 061705; thence

South 47°33'53" East along said right of way line a distance of 177.78 feet; thence South 14°52'26" East along said right of way line a distance of 339.36 feet; thence South 08°46'20" West along said right of way line a distance of 200.54 feet; thence South 30°18'40" West along said right of way line a distance of 112.57 feet; thence South 43°04'20" West along said right of way line a distance of 138.33 feet; thence South 58°37'08" West along said right of way line a distance of 148.01 feet; thence South 81°24'31" West along said right of way line a distance of 110.50 feet; thence South 85°39'42" West along said right of way line a distance of 140.40 feet; thence South 79°27'34" West along said right of way line a distance of 79.90 feet; thence South 61°35'06" West along said right of way line a distance of 140.16 feet; thence South 37°33'29" West along said right of way line a distance of 139.60 feet; thence South 20°35'22" West along said right of way line a distance of 59.78 feet; thence South 18°42'15" West along said right of way line a distance of 1,202.03 feet; thence South 25°53'27" West along said right of way line a distance of 268.34 feet; thence South 16°53'13" West along said right of way line a distance of 260.09 feet; thence South 01°30'22" West along said right of way line a distance of 43.86 feet; thence South 20°14'00" West along said right of way line a distance of 271.25 feet; thence South 29°36'49" West along said right of way line a distance of 182.90 feet; thence South 76°30'38" West along said right of way line a distance of 66.22 feet; thence South 21°08'56" West along said right of way line a distance of 379.37 feet; thence South 41°52'49" West along said right of way line a distance of 819.55 feet; thence South 24°22'31" West along said right of way line a distance of 139.23 feet; thence South 06°55'19" West along said right of way line a distance of 110.47 feet; thence South 00°54'53" West along said right of way line a distance of 829.70 feet; thence South 14°05'58" West along said right of way line a distance of 140.05 feet; thence South 28°44'38" West along said right of way line a distance of 200.37 feet; thence South 47°42'30" West along said right of way line a distance of 170.07 feet; thence South 71°33'44" West along said right of way line a distance of 379.73 feet; thence North 76°02'26" West along said right of way line a distance of 29.84 feet; thence South 78°48'02" West along said right of way line a distance of 29.78 feet; thence South 64°16'44" West along said right of way line a distance of 559.99 feet; thence South 59°42'28" West along said right of way line a distance of 80.07 feet; thence South 14°29'20" West along said right of way line a distance of 39.99 feet; thence South 41°23'25" West along said right of way line a distance of 160.19 feet; thence South 22°36'29" West along said right of way line a distance of 160.61 feet; thence South 18°03'17" West along said right of way line a distance of 750.00 feet; thence South 06°49'29" West along said right of way line a distance of 109.86 feet; thence South 16°16'44" West along said right of way line a distance of 190.15 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 34; thence North 02°49'11" East along said West line a distance of 146.48 feet to the POINT OF BEGINNING and containing 28.97 acres (1,262,013 sq. ft.) more or less.

This instrument prepared by and after
Recording return to:

Brian Rosenthal
Rose Law Firm, a Professional Association
120 East Fourth Street
Little Rock, AR 72201-2893
(501) 377-0340

PROPERTY AGREEMENT

This Property Agreement (“Agreement”) is entered into as of the ____ day of _____ 2022 by and among Saline County, Arkansas, as Grantor, City of Bryant, Arkansas, as Grantee, and Reynolds Metals Company, LLC, a Delaware limited liability company (“Reynolds”) (collectively, the “Parties”). This Agreement is supported by mutual covenants and Ten Dollars (\$10.00), which is acknowledged as exchanged between the Parties. In order to authorize a transfer of restricted property, the parties hereby agree as follows:

Conveyance of the property by Warranty Deed from Grantor to Grantee as set out in **Exhibit A** (the “Property”), is expressly conditioned upon agreement by Grantor and Grantee to accept and be bound by all covenants, restrictions and other encumbrances currently affecting the property, including but not limited to:

- i. Quitclaim Deed from Reynolds Metals Company to Saline County filed of record with the Recorder of Deeds for Saline County, Arkansas on August 21, 2002 as Instrument No. 02-059653;
- ii. Smoke Easement between Saline County and Reynolds Metals Company filed of record on August 21, 2002 with the Recorder of Deeds for Saline County, Arkansas as Instrument No. 02-059702;
- iii. Conservation Easement between Reynolds Metals Company and Saline County filed of record on August 21, 2002 with the Recorder of Deeds for Saline County, Arkansas as Instrument No. 02-059711; and
- iv. Access, Water Rights and Easement Agreement between Reynolds Metals Company and Saline County filed of record on August 21, 2002 with the Recorder of Deeds for Saline County, Arkansas as Instrument No. 02-059727.

Reynolds (or its successors in interest or assigns) consents to Grantee's limited use of the Property covered by the Warranty Deed for the limited purpose of constructing a public thoroughfare and public right of way, subject to the exceptions identified herein. Grantee consents to be bound by all such covenants, easements, restrictions and other encumbrances by which Grantor is currently bound with respect to the property and Grantee commits to complete construction of the public thoroughfare and open such thoroughfare for public use on or before December 31, 2030 (and in the case that such construction is not complete, the property will revert to Grantor and remain subject to all existing covenants, restrictions and other encumbrances, unless the reversionary right is extended by Grantor in its reasonable discretion with consent by Reynolds (or its successors in interest or assigns)).

COVENANT REGARDING USAGE

Grantee hereby agrees that any improvements constructed on the Property by Grantee, or any further purchaser, owner, grantee, mortgagee or lessee of any land or improvements situated on the Property or any part thereof, shall be used for the specific purpose of permitting construction and public right of way of the Bryant Parkway and shall never be used for any other purpose.

COVENANTS RUNNING WITH THE LAND

These restrictions, easements and reservations contained herein (and in the Permitted Exceptions) touch and concern the land and shall be covenants and conditions running with the land and shall be binding upon and enforceable against Grantee, and Grantee's successors and assigns. Grantor hereby reserves the right to maintain such structures as currently exist on the Property (including the right to replace, maintain, decommission, and expand if necessary, on the same site, with like structures or equipment used for the same or similar purposes), including in order to determine environmental compliance and Grantor hereby reserves the right to construct and maintain a fence at or near the Property perimeters. Grantor or Reynolds shall have the right to enjoin any noncompliant use, which use has not been authorized in writing by Reynolds in its sole discretion, including by suit in equity against: (i) the Grantee or (without acknowledging authority for a conveyance) Grantee's successors or assigns, (ii) the Saline County Judge; (iii) the Saline County Quorum Court; and/or (iv) any alleged transferee of all or any part of the Property.

This Agreement may be signed in as many counterparts as may be necessary, each of which so signed shall be deemed to be an original (including those transmitted by electronic facsimile or by portable document format (pdf)), and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the date of execution written above.

[Signature and Notary Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Grantor:

Saline County, Arkansas

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of ARKANSAS)
)ss
County of _____)

On this _____ day of _____, 2022, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned and qualified in _____ County, Arkansas, appeared in person the within named _____ (being the person authorized by said _____ to execute such instrument, stating his/her respective capacity in that behalf), to me personally well known, who stated that he/she was the _____ of Saline County, Arkansas a _____, and was duly authorized in his/her respective capacity to execute the foregoing instrument for and in the name and behalf of said _____, and further stated and acknowledged that he/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 _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Grantee:

City of Bryant, Arkansas

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of ARKANSAS)
)ss
County of _____)

On this _____ day of _____, 2022, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned and qualified in _____ County, Arkansas, appeared in person the within named _____ (being the person authorized by said _____ to execute such instrument, stating his/her respective capacity in that behalf), to me personally well known, who stated that he/she was the _____ of City of Bryant, Arkansas a _____, and was duly authorized in his/her respective capacity to execute the foregoing instrument for and in the name and behalf of said _____, and further stated and acknowledged that he/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 _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires:

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

Reynolds Metals Company, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT
(Limited Liability Company)

State of _____)
)ss
County of _____)

On this _____ day of _____, 2022, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned and qualified in _____ County, Arkansas, appeared in person the within named _____ (being the person authorized by said limited liability company to execute such instrument, stating his/her capacity in that behalf), to me personally well known, who stated that he/she was the _____ of Reynolds Metals Company, LLC, a limited liability company, and was duly authorized in their respective capacities to execute the foregoing instruments for and in the name and behalf of said limited liability company, and further stated and acknowledged that they 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 _____ day of _____, 2022.

NOTARY PUBLIC

My commission expires:

EXHIBIT A

Warranty Deed

Prepared By:
Rena S. Roach, Attorney at Law
100 Monroe Street, #111
Centeron, AR 72719

Return To:
Professional Land Title Company of Arkansas
16 Ryeland Drive, Ste. D
Cabot, AR 72023
(501) 843-1881
File No. 6-19676
Job: 061705
Tract: 01

WARRANTY DEED

THAT, **Saline County, Arkansas**, GRANTOR, by **Jeff Arey, its Judge**, duly authorized to so act on behalf of said County, for and in consideration of the sum of Six Hundred Thirty Seven Thousand, Three Hundred Forty 00/100 Dollars (\$637,340.00) and other good and valuable consideration, paid by **City of Bryant, Arkansas**, GRANTEE, the receipt of which is hereby acknowledged, do 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 Saline, State of Arkansas:

Property conveyed herein is described in Exhibit A, and as shown on the map attached hereto (the "Property"), this conveyance is expressly subject to the covenants, restrictions, encumbrances and rights reserved to Reynolds Metals Company, LLC, as set out in Exhibits B ("Covenants") and C ("Permitted Exceptions") which are attached hereto and incorporated herein by this reference, which covenants, restrictions, encumbrances and rights derive from the Quitclaim Deed to Grantor filed with the Saline County Circuit Clerk as Instrument Number 02-059653 filed August 21, 2002. Grantor, Grantee and Reynolds Metals Company, LLC have entered a Property Agreement to be filed of record concurrently with this Warranty Deed.

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.

And Grantor hereby covenants with the Grantee that it will forever warrant and defend the title to said lands against all lawful claims whatsoever.

IN WITNESS WHEREOF, this day of _____, 2022.

Saline County, Arkansas

By: Jeff Arey

Title: Judge

ACKNOWLEDGMENT

State of Arkansas

County of

On this _____ day of _____, 2022, before me, _____, 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 **Jeff Arey**, (being the person or persons authorized by said corporation to execute such instrument, stating his capacity in that behalf), to me personally well known (or satisfactorily proven to be such person), who stated that he was the **Judge of Saline County, Arkansas**, and was duly authorized in his capacity to execute the foregoing instrument(s) for and in the name and behalf of said County, 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 ____ day of _____, 2022.

Notary Public

My Commission expires

[SEAL]

EXHIBIT A Property

Part of the Southeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 34, part of the West Half of the Northwest Quarter of Section 35, part of the Southwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 26, all in Township 1 South, Range 14 West, Saline County, Arkansas, more particularly described as follows:

BEGINNING at a 5/8 inch rebar found at the Southeast Sixteenth Corner of said Section 34; thence North 88°27'52" West along the South line of the Northwest Quarter of the Southeast Quarter of said Section 34 a distance of 119.18 feet to the Western right of way line of the Bryant Parkway extension as established by Job 061705; thence North 18°02'37" East along said right of way line a distance of 1,044.77 feet; thence North 27°28'42" East along said right of way line a distance of 119.85 feet; thence North 42°22'49" East along said right of way line a distance of 17.43 feet; thence North 48°50'00" West a distance of 212.27 feet; thence North 67°18'27" West along said right of way line a distance of 70.00 feet; thence North 81°01'09" West along said right of way line a distance of 70.00 feet; thence North 87°25'16" West along said right of way line a distance of 113.30 feet; thence North 04°15'13" East a distance of 42.39 feet to the South line of the Northeast Quarter of said Section 34; thence South 89°19'08" East along said South line a distance of 246.48 feet to the Western right of way line of the Bryant Parkway extension as established by Job 061705; thence South 66°25'24" East along said right of way line a distance of 70.18 feet; thence South 48°50'00" East along said right of way line a distance of 199.35 feet; thence North 42°22'49" East along said right of way line a distance of 57.50 feet; thence North 57°47'55" East along said right of way line a distance of 170.41 feet; thence South 88°47'37" East along said right of way line a distance of 70.66 feet; thence North 64°12'07" East along said right of way line a distance of 500.18 feet; thence North 21°16'14" East along said right of way line a distance of 40.81 feet; thence North 69°23'21" East along said right of way line a distance of 240.91 feet; thence North 64°13'21" East along said right of way line a distance of 166.77 feet; thence North 45°57'56" East along said right of way line a distance of 78.65 feet; thence North 32°26'42" East along said right of way line a distance of 159.34 feet; thence North 10°13'42" East along said right of way line a distance of 160.30 feet; thence North 00°53'36" East along said right of way line a distance of 879.33 feet; thence North 23°02'08" East along said right of way line a distance of 210.22 feet; thence North 41°53'20" East along said right of way line a distance of 740.69 feet; thence North 29°32'43" East along said right of way line a distance of 179.47 feet; thence North 17°25'42" East along said right of way line a distance of 207.24 feet; thence North 25°49'59" East along said right of way line a distance of 677.70 feet; thence North 08°52'31" East along said right of way line a distance of 68.96 feet; thence North 30°32'14" East along said right of way line a distance of 238.84 feet; thence North 22°05'19" East along said right of way line a distance of 249.88 feet; thence North 18°23'01" East along said right of way line a distance of 1,150.94 feet; thence North 38°36'54" East along said right of way line a distance of 199.39 feet; thence North 61°51'54" East along said right of way line a distance of 165.02 feet; thence North 85°46'43" East along said right of way line a distance of 219.78 feet; thence North 77°10'24" East along said right of way line a distance of 139.91 feet; thence North 53°42'44" East along said right of way line a distance of 139.91 feet; thence North 29°54'44" East along said right of way line a

distance of 139.91 feet; thence North 06°06'44" East along said right of way line a distance of 139.91 feet; thence North 17°41'16" West along said right of way line a distance of 139.91 feet; thence North 53°04'30" West along said right of way line a distance of 139.95 feet; thence North 47°33'53" West along said right of way line a distance of 120.34 feet to the Southern right of way line of the Union Pacific Railroad; thence North 48°26'33" East along said right of way line a distance of 216.19 feet to the Eastern right of way line of the Bryant Parkway extension as established by Job 061705; thence South 47°33'53" East along said right of way line a distance of 177.78 feet; thence South 14°52'26" East along said right of way line a distance of 339.36 feet; thence South 08°46'20" West along said right of way line a distance of 200.54 feet; thence South 30°18'40" West along said right of way line a distance of 112.57 feet; thence South 43°04'20" West along said right of way line a distance of 138.33 feet; thence South 58°37'08" West along said right of way line a distance of 148.01 feet; thence South 81°24'31" West along said right of way line a distance of 110.50 feet; thence South 85°39'42" West along said right of way line a distance of 140.40 feet; thence South 79°27'34" West along said right of way line a distance of 79.90 feet; thence South 61°35'06" West along said right of way line a distance of 140.16 feet; thence South 37°33'29" West along said right of way line a distance of 139.60 feet; thence South 20°35'22" West along said right of way line a distance of 59.78 feet; thence South 18°42'15" West along said right of way line a distance of 1,202.03 feet; thence South 25°53'27" West along said right of way line a distance of 268.34 feet; thence South 16°53'13" West along said right of way line a distance of 260.09 feet; thence South 01°30'22" West along said right of way line a distance of 43.86 feet; thence South 20°14'00" West along said right of way line a distance of 271.25 feet; thence South 29°36'49" West along said right of way line a distance of 182.90 feet; thence South 76°30'38" West along said right of way line a distance of 66.22 feet; thence South 21°08'56" West along said right of way line a distance of 379.37 feet; thence South 41°52'49" West along said right of way line a distance of 819.55 feet; thence South 24°22'31" West along said right of way line a distance of 139.23 feet; thence South 06°55'19" West along said right of way line a distance of 110.47 feet; thence South 00°54'53" West along said right of way line a distance of 829.70 feet; thence South 14°05'58" West along said right of way line a distance of 140.05 feet; thence South 28°44'38" West along said right of way line a distance of 200.37 feet; thence South 47°42'30" West along said right of way line a distance of 170.07 feet; thence South 71°33'44" West along said right of way line a distance of 379.73 feet; thence North 76°02'26" West along said right of way line a distance of 29.84 feet; thence South 78°48'02" West along said right of way line a distance of 29.78 feet; thence South 64°16'44" West along said right of way line a distance of 559.99 feet; thence South 59°42'28" West along said right of way line a distance of 80.07 feet; thence South 14°29'20" West along said right of way line a distance of 39.99 feet; thence South 41°23'25" West along said right of way line a distance of 160.19 feet; thence South 22°36'29" West along said right of way line a distance of 160.61 feet; thence South 18°03'17" West along said right of way line a distance of 750.00 feet; thence South 06°49'29" West along said right of way line a distance of 109.86 feet; thence South 16°16'44" West along said right of way line a distance of 190.15 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 34; thence North 02°49'11" East along said West line a distance of 146.48 feet to the POINT OF BEGINNING and containing 28.97 acres (1,262,013 sq. ft.) more or less.



**BRYANT PKWY. EXTENSION
PROPOSED ALIGNMENT**

**BRYANT PARKWAY:
SHOBE RD. TO 1-30
COMPLETED
CONSTRUCTION**

**END PROPOSED
BRYANT PARKWAY**

SHOBE RD.

**ALCOA 40
PARK**

**FEMA REGULATORY
FLOODWAY**

FEMA FLOODPLAIN

BRIDGE

**DRIVEWAY FOR
FUTURE AIRPORT
ACCESS**

**AIRPORT PROPERTY
BOUNDARY**

**CENTERPOINT
GAS LINE**

**FUTURE
RPZ**

**EXISTING
RPZ**

MILLS PARK RD.

BRYANT PARKWAY

**ENERGY TRANSMISSION
LINES**

NW 4TH ST.

NW 3RD ST.

HWY. 183

**UNION PACIFIC
RAILROAD**

**SW 3RD ST.
SW 4TH ST.**

**AIRPORT
TERMINAL
ENTRANCE**

GRIFFIS RD.

**SALINE COUNTY
REGIONAL
AIRPORT**

**E-40 PIT DEED
RESTRICTION**

**CONSERVATION
EASEMENT**

**BEGIN PROPOSED
BRYANT PARKWAY**

WILKERSON RD. HILL RD.

**HILL FARM
ELEMENTARY SCHOOL
7,447
A**

140' "1"11" "1ge"

**EXISTING BRYANT
PARKWAY**

**INTERSECTION
IMPROVEMENTS**

JUNIOR HIGH SCHOOL

**EXISTING
RPZ**

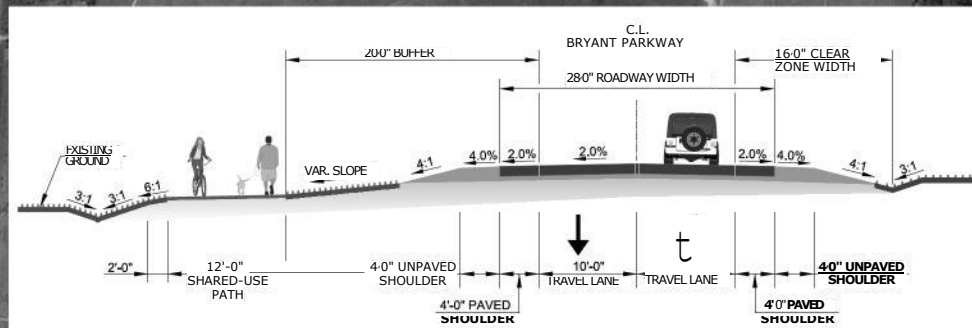
**FUTURE
RPZ**

**MCGEORGE
QUARRY**



0 550' 1100' 2200' 3300'

(IN FEET)



BRYANT PARKWAY: TYPICAL SECTION

FE DPLAIN

Exhibit B Covenants

COVENANT REGARDING USAGE

Grantee hereby agrees that any improvements constructed on the Property by Grantee, or any further purchaser, owner, grantee, mortgagee or lessee of any land or improvements situated on the Property or any part thereof, **shall be used for the specific purpose of permitting construction and public right of way of** the Bryant Parkway and shall never be used for any other purpose.

COVENANTS RUNNING WITH THE LAND

These restrictions, easements and reservations contained herein (and in the Permitted Exceptions items a)-e) attached as Exhibit C) touch and concern the land and shall be covenants and conditions running with the land and shall be binding upon and enforceable against Grantee, and Grantee's successors and assigns. Grantor hereby reserves the right to maintain such structures as currently exist on the Property (including the right to replace, maintain, decommission, and expand if necessary, on the same site, with like structures or equipment used for the same or similar purposes), including in order to determine environmental compliance and Grantor hereby reserves the right to construct and maintain a fence at or near the Property perimeters. Grantor shall have the right to enjoin any noncompliant use, which use has not been authorized in writing by Grantor in its sole discretion, including by suit in equity against: (i) the Grantee or (without acknowledging authority for a conveyance) Grantee's successors or assigns, (ii) the Saline County Judge; (iii) the Saline County Quorum Court; and/or (iv) any alleged transferee of all or any part of the Property.

Exhibit C

Permitted Exceptions

- a) Rights, reservations, restrictions, easements and conditions contained in the quitclaim deed filed 8/21/02 in Book 2002 at page 059653 in the records of Saline County, Arkansas, containing an Access Water Rights and Easement Agreement, a Conversation Easement, and Smoke Easement.
- b) Property Agreement by and among Saline County, Arkansas, as Grantor, City of Bryant, Arkansas, as Grantee, and Reynolds Metals Company, LLC, filed concurrently herewith in the records of Saline County, Arkansas.
- c) Smoke Easement between Saline County and Reynolds Metals Company filed of record on August 21, 2002 with the Recorder of Deeds for Saline County, Arkansas as Instrument No. 02059702.
- d) Conservation Easement between Reynolds Metals Company and Saline County filed of record on August 21, 2002 with the Recorder of Deeds for Saline County, Arkansas as Instrument No. 02059711.
- e) Access, Water Rights and Easement Agreement between Reynolds Metals Company and Saline County filed of record on August 21, 2002 with the Recorder of Deeds for Saline County, Arkansas as Instrument No. 02-059727.
- f) Lease Agreement by and between Saline County Arkansas Airport Commission and TB Aero, Inc., filed 8/14/06 in Book 2006 at page 090321 in the records of Saline County, Arkansas.
- g) Lease Agreement by and between Saline County Arkansas Airport Commission and Ferguson Aero, LLC, filed 8/14/06 in Book 2006 at page 090326 in the records of Saline County, Arkansas.
- h) Agreement by and between Saline County Airport Commission, Saline County, Arkansas and Hill Family Trust, filed 10/9/06 in Book 2006 at page 113838 in the records of Saline County, Arkansas.
- i) Right of Way Instrument in favor of Entergy Arkansas, Inc., filed 7/12/07 in Book 2007 at page 77634 in the records of Saline County, Arkansas.
- j) Terms and conditions of the Memorandum of Lease by and between Saline County, Arkansas Airport Commission and Steve Landers, Jr., filed 2/13/20 as document #2020-002802 in the records of Saline County, Arkansas.
- k) Terms and conditions of the Memorandum of Assignment of Lease by and between Steve Landers, Jr. and Terra Firma Project LLC, filed 2/13/20 as document #2020-002804 in the records of Saline County, Arkansas.
- l) Landlord's Estoppel Certificate and Consent to Lender, and Lender's Obligation to the Ground Lease, filed 2/13/20 as document #2020-002808 in the records of Saline County, Arkansas.

- m) Landlord's Estoppel Certificate and Consent to Lender, and Lender's Obligation to the Ground Lease, filed 2/11/21 as document #2021-003409 in the records of Saline County, Arkansas.
- n) Terms and conditions of the Memorandum of Lease by and between Saline County Airport Commission and Terra Firma Projects, LLC, filed 2/11/21 as document #2011-003411 in the records of Saline County, Arkansas.
- o) Terms and conditions of the Memorandum of Assignment of Lease by and between Steve Landers, Jr. and Terra Firma Project LLC, filed 2/13/20 as document #2020-002804 in the records of Saline County, Arkansas.