

A RESOLUTION OF THE CITY OF CONWAY, ARKANSAS
CONSENTING TO THE AMENDMENT OF THE UMC
INDUSTRIES, INC. SERIES A PROJECT AND PROVIDING
FOR THE CONVEYANCE OF THE CITY'S INTEREST CON-
VEYED TO THE CITY AS PART OF THE SERIES A PROJECT

WHEREAS, the City of Conway, Arkansas (the "City") and UMC Industries, Inc. (the "Company") have heretofore entered into a lease agreement dated as of June 1, 1972 (the "Lease Agreement") with respect to certain equipment and industrial facilities, including certain personal and real property attendant thereto (the "Series A Project"); and

WHEREAS, the Company, in connection with a project proposed to be financed by the City through the issuance of its Industrial Revenue Bonds, UMC Industries, Inc. Project, Series 1981 (the "Series 1981 Project"), has requested that the City release its interest in certain real property (the "Property") comprising part of the Series A Project; and

WHEREAS, Section 8.5 of the Lease Agreement states that the parties thereto reserve the right at any time and from time to time to amend the Lease Agreement for the purpose of effecting the release of and removal from the Lease Agreement, and the leasehold estate created thereby, of any unimproved part of the Leased Land as defined in the Lease Agreement on which the City proposes to construct improvements or cause such improvements to be constructed for lease to the Company under another and different lease agreement; and

WHEREAS the Company has requested that the City release its interest in the Property to the Company in accordance with the provisions of the Lease Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY, ARKANSAS AS FOLLOWS:

1. The City hereby finds and determines that;

(a) The City is not in default under any provisions of the Indenture of Trust dated as of June 1, 1972 between the City, and Worthen Bank and Trust Company, N.A., Little Rock, Arkansas as trustee and the Company is not, to the knowledge of the City, in default under any of the provisions of the Lease Agreement;

(b) The Property is to be released for the purpose of constructing improvements for lease to the Company under a Lease and Agreement dated August 10, 1981 (the "1981 Lease").

(c) The improvements constructed under the 1981 Lease will promote the continuing industrial development of the City.

2. That the Company requests and that the City consents to the amendment of the Lease Agreement for the purpose of effecting the release of and removal of the Property therefrom.

3. That it is understood that the release shall not entitle the Company to any abatement or diminution of rents payable under the Lease Agreement.

4. That the City consents to the release of the Property as described in schedule A attached hereto, that said Property is hereby released in accordance with the provisions of the Lease Agreement for lease to the Company under the 1981 Lease.

5. That this resolution shall take effect immediately.

ADOPTED: July 14, 1981.

Approved


MAYOR

ATTEST:


Clerk-Treasurer

SCHEDULE A

The following described real estate situated in Faulkner County, Arkansas, to-wit:

A certain parcel of land situated in the County of Faulkner and State of Arkansas, being a part of the Northwest Quarter of Section 18, Township 5 North, Range 13 West, described as follows:

Starting at a point 1039.5 feet North of the Southwest corner of said Northwest Quarter of said Section and running thence North 810 East 1204.5 feet to the west boundary line of the Missouri Pacific Railroad right-of-way, thence running Northwestwardly along the west boundary line of said Missouri Pacific Railroad right-of-way for 1372.2 feet, thence Southwestwardly for 110.05 feet to the Northeast corner of the main multipurpose factory building as located as of October 1971; thence Southeastwardly along the building for 660.9 feet to the Southeast corner of said building, said Southeast corner of said building being 109.65 feet Southwestwardly from the west boundary line of the Missouri Pacific Railroad right-of-way, thence Southwestwardly along the building for 300.6 feet to the Southwest corner of said building, thence Southeastwardly along the west side of the existing south shop addition of 1972, as existing in March, 1980, for 58.62 feet to the Northeast corner of the 1980 New Woodworking Shop said Northeast corner of said 1980 New Woodworking Shop being the Point of Beginning of the herein described parcel of land. From said Point of Beginning thence Southeastwardly along the east side of the 1980 New Woodworking Shop of 302.00 feet to the Southeast corner of said Shop building, the Southwestwardly along the South side of said Shop building for 122.00 feet to the Southwest corner of said Shop building, thence Northwestwardly along the west side of said Shop building for 302.00 feet to the Northwest corner of said Shop building, thence Northeastwardly for 122.00 feet along the north side of said Shop building to the Point of Beginning, containing 0.85 acres more or less.

Access to the above described parcel is along a 50 foot wide roadway easement consisting of 25 feet on either side of the centerline of an existing gravel surfaced roadway running from a crossing of the Missouri Pacific Railroad right-of-way to the south-east truck dock of the 1980 New Woodworking Shop, the route of said road and easement being more fully described as follows:

Commencing at a point 1039.5 feet North of the Southwest corner of the Northwest Quarter of Section 18, Township 5 North, Range 13 West, thence North 810 East 1204.5 feet to the West boundary of the Missouri Pacific Railroad, thence Northwestwardly along the West boundary of the Missouri Pacific Railroad approximately 116 feet to the intersection of the centerline of the existing access road and the west boundary of the Missouri Pacific Railroad, said point being the Point of Beginning of the easement. Said easement extends Westwardly to a point of intersection lying 136.8 feet from the south building side of the 1980 New Woodworking Shop measured parallel to the east building side and lying 17.0 feet from the east building side of the 1980 New Woodworking Shop measured parallel to the south building side, thence Northwardly parallel to the east building side for 136.8 feet to the south building side of the 1980 New Woodworking Shop.