

Type of Instrument: CWL Utilities Easement Agreement
Grantee(s): City Water and Light Plant
of the City of Jonesboro, Arkansas
Owner(s): City of Jonesboro

After Recording, Return To:
City Water & Light Plant
of the City of Jonesboro
PO Box 1289
Jonesboro, AR 72403

CWL UTILITIES EASEMENT AGREEMENT

WHEREAS, City of Jonesboro ("OWNER" whether one or more), represents and warrant to GRANTEE that they are the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference, located in Craighead County, Arkansas (the "PROPERTY");

WHEREAS, CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS, a consolidated municipal utility improvement district, ("GRANTEE") plans to construct or has the potential to construction an underground electric line, overhead electric line, sanitary sewer line, and water line on the PROPERTY;

WHEREAS, GRANTEE shall require an underground electric line, overhead electric line, sanitary sewer line, and water line easement as shown on attached Exhibit B for said underground electric line, overhead electric line, sanitary sewer line, and water line and related facilities;

and

WHEREAS, GRANTEE has agreed to pay OWNER the compensation described herein for damage to the PROPERTY caused by the installation of the underground electric line, overhead electric line, sanitary sewer line, and water line easement.

FOR GOOD AND VALUABLE CONSIDERATION, IT IS THEREFORE AGREED BETWEEN GRANTEE AND OWNER AS FOLLOWS:

1. GRANTEE does hereby agree to pay to OWNER the sum of Five Thousand Five Hundred Twenty-Two and 50/100 dollars (\$5,522.50) for said damages and said easement.
2. OWNER acknowledges receipt of payment of the sum described in paragraph 1 above, and acknowledges that GRANTEE has the right, privilege, and authority to enter upon the PROPERTY for the purpose of constructing, operating, substituting, maintaining, repairing, inspecting, cleaning, replacing, relocating, preserving, modifying, abandoning and removing said line or lines for the transmission or distribution of electricity or for communication, together with all wires, poles, transformers, guys, supports and appurtenances and together with all wires, pad mounted transformers, pad mounted equipment and appurtenances; said water pipe lines, valves, connections,

meters, meter boxes, and other necessary equipment for carrying of water; and said sanitary sewer lines, including all pipes, tiles, valves, connections, manholes and necessary equipment or appurtenances and related facilities to convey right of ingress and egress for the purposes aforesaid within the easement area as shown on Exhibit B. The GRANTEE shall also have right to clear and keep clear the easement and to remove all timber and obstructions that may interfere with the construction, operation, maintenance, repair, replacement, modification and removal of said underground or overhead electric power line, sanitary sewer line, and water line and related facilities.

3. As additional consideration for this agreement, GRANTEE and OWNER also agree to the following terms and conditions:
 - a. GRANTEE shall restore the easement premises as shown on Exhibit B to a condition substantially similar to the condition existing prior to construction of said underground electric line, overhead electric line, sanitary sewer line, and water line.
 - b. GRANTEE shall pay for any and all damage, whether during construction or in the future, to fences, trees, shrubs, plants, turf, irrigation systems, driveways and other improvements on the PROPERTY, which may arise from the exercise of the GRANTEE'S rights granted herein.
 - c. OWNER hereby reserves the right to use said easement premises as shown on Exhibit B in any manner that will not prevent or interfere with the exercise by GRANTEE of its rights hereunder provided, however, that OWNER shall not construct, or permit to be constructed, any structure, building improvements or obstructions within said easement area, without the express prior consent of the GRANTEE.
 - d. GRANTEE shall have the right from time to time to trim trees, undergrowth and other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easement herein granted.
 - e. The rights herein granted may be assigned in whole or in part and the terms, conditions and provision hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns, of the parties hereto.
4. GRANTEE agrees to indemnify, defend and hold OWNER harmless from and against any and all claims, actions, causes of action, demands, damages, costs, liabilities, losses, judgments, expenses or cost of any kind or nature whatsoever (including reasonable attorney's fees) by reason of property damage, death or injury to persons arising from or relating to Grantee's and Grantee's agents' and contractors' construction, operation, maintenance, repair, inspection, cleaning, replacing, modifying and removing said underground electric line, overhead electric line, sanitary sewer line, and water line and related facilities on the PROPERTY.
5. Each person who executes this easement agreement on behalf of a corporation, partnership, limited liability company, joint venture, unincorporated association, or any other entity represents and warrants to the other party to this Easement Agreement that he/she has the authority of the partner(s) (general and limited) or shareholder(s) or member(s) of said entity to do so, and agrees to indemnify and hold harmless the other party to this Easement Agreement for any claim that such authority did not exist.

It is mutually agreed and understood that this agreement, as written, covers all the agreements and stipulations between OWNER and GRANTEE, and no representations or statement, oral or written, have been made modifying, adding to, or changing the terms hereof.

Executed this _____ day of _____, 20_____.

City of Jonesboro

By: _____
SIGNED NAME

PRINTED NAME

TITLE

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

On this day came before me, the undersigned, a notary public for the state and county aforesaid, duly commissioned and acting, _____, to me well known as the OWNER in the foregoing instrument and stated that he/she had executed the same for the consideration and purposes therein contained.

WITNESS my hand and official seal this _____ day of _____,
20_____.

Notary Public

My commission expires: _____

[Seal]

EXHIBIT A

DESCRIPTION OF PROPERTY

The following described real property in Jonesboro, Craighead County, Arkansas:

Parcel 01-144253-01500 per Craighead County, Arkansas records including all improvements thereon. (See aerial photo below)

THE PROPERTY OUTLINED IN RED IS LOCATED AT SOUTHEAST OF DR. MARTIN LUTHER KING JR. DR. MLK & OPPORTUNITY DR INTERSECTION

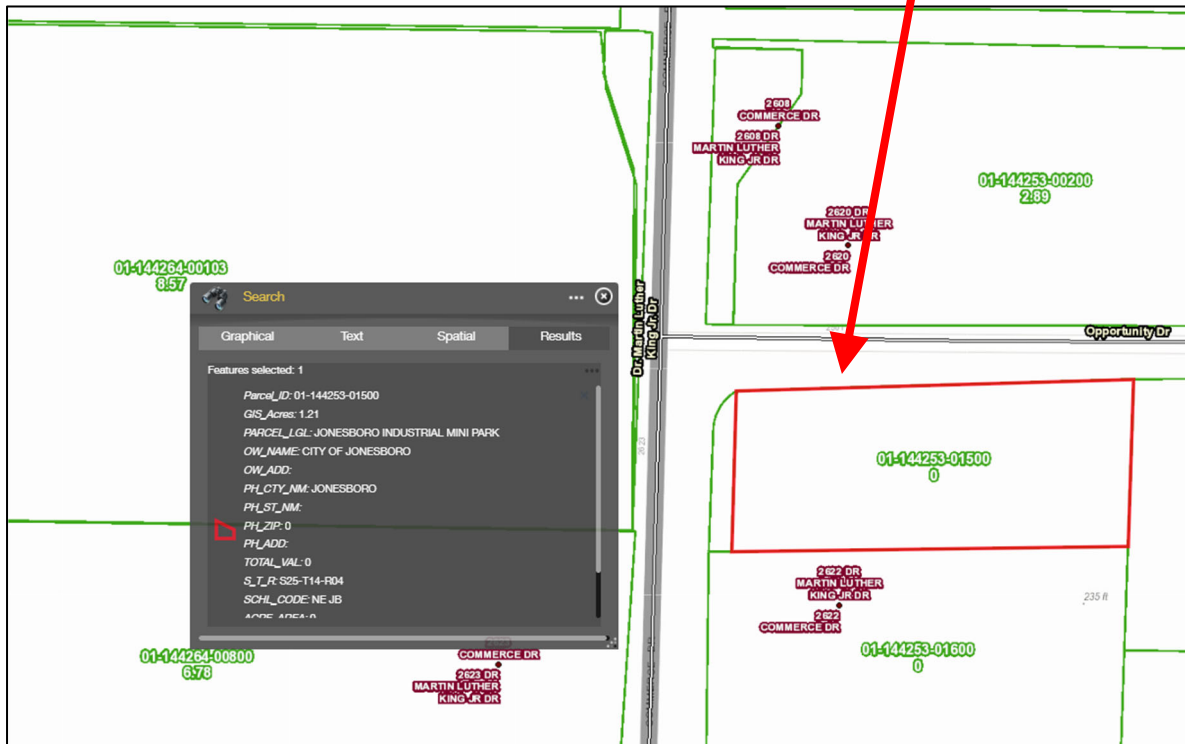


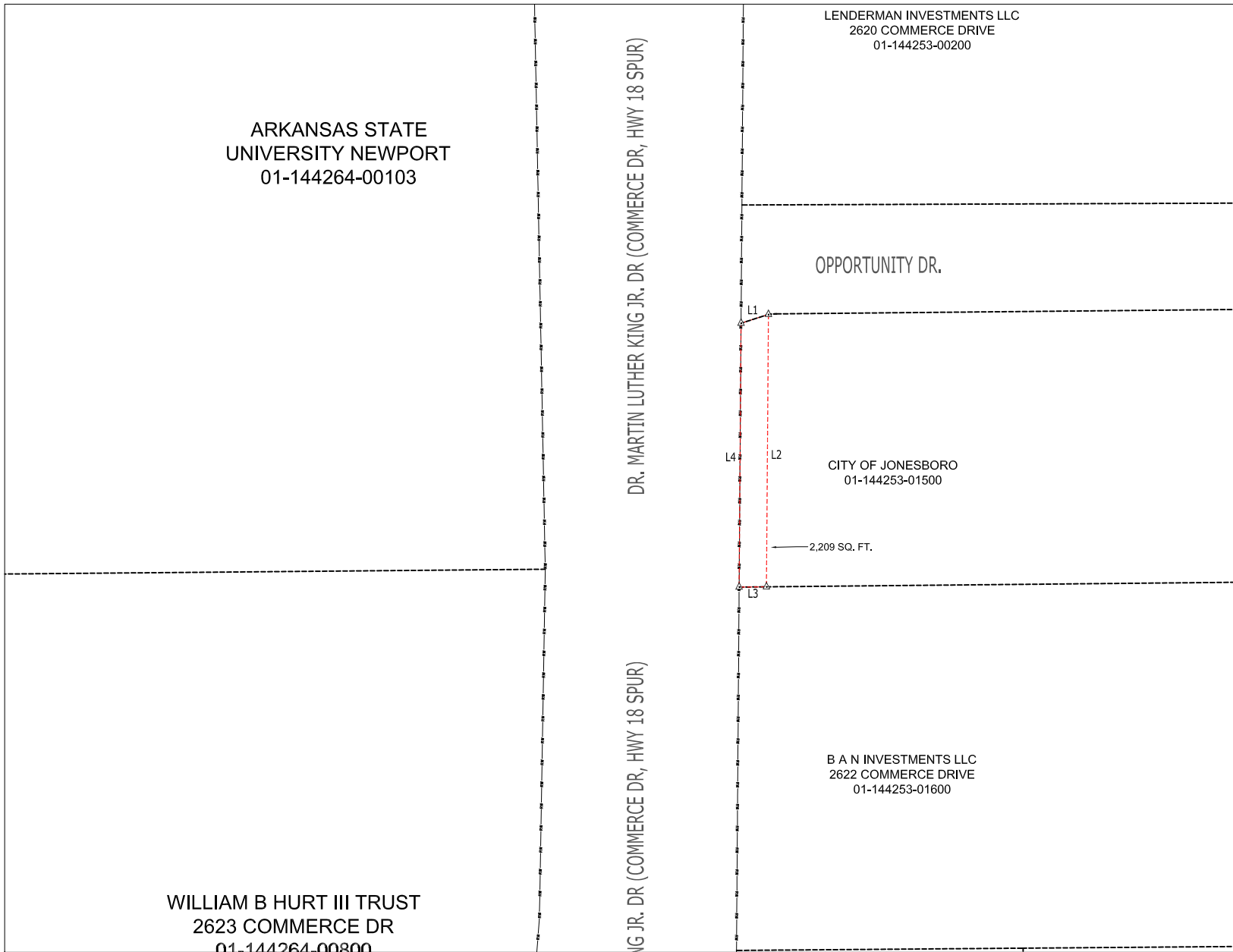
EXHIBIT B

COPY OF SURVEY (LEGAL DESCRIPTION & DEPICTION) ATTACHED

EXHIBIT B

LINE TABLE:

LINE #	LENGTH
L1	15.80'
L2	149.64'
L3	15.00'
L4	144.93'



LEGEND:

- EASEMENT LINE
- ▲ COMPUTED POINT (NOT MONUMENTED)



**EASEMENT DEPICTION,
NOT A BOUNDARY
SURVEY**

LEGAL DESCRIPTION:

CITY OF JONESBORO
01-144253-01500
CWL UTILITY EASEMENT:
PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE SOUTH 00°50'21" WEST, 311.07 FEET; THENCE SOUTH 89°09'39" EAST, 38.90 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 72°05'05" EAST, 15.80 FEET; THENCE SOUTH 00°24'57" WEST, 149.64 FEET; THENCE SOUTH 89°26'46" WEST, 15.00 FEET; THENCE NORTH 00°24'57" EAST, 144.93 FEET TO THE POINT OF BEGINNING PROPER, CONTAINING 2,209 SQ. FT., MORE OR LESS.

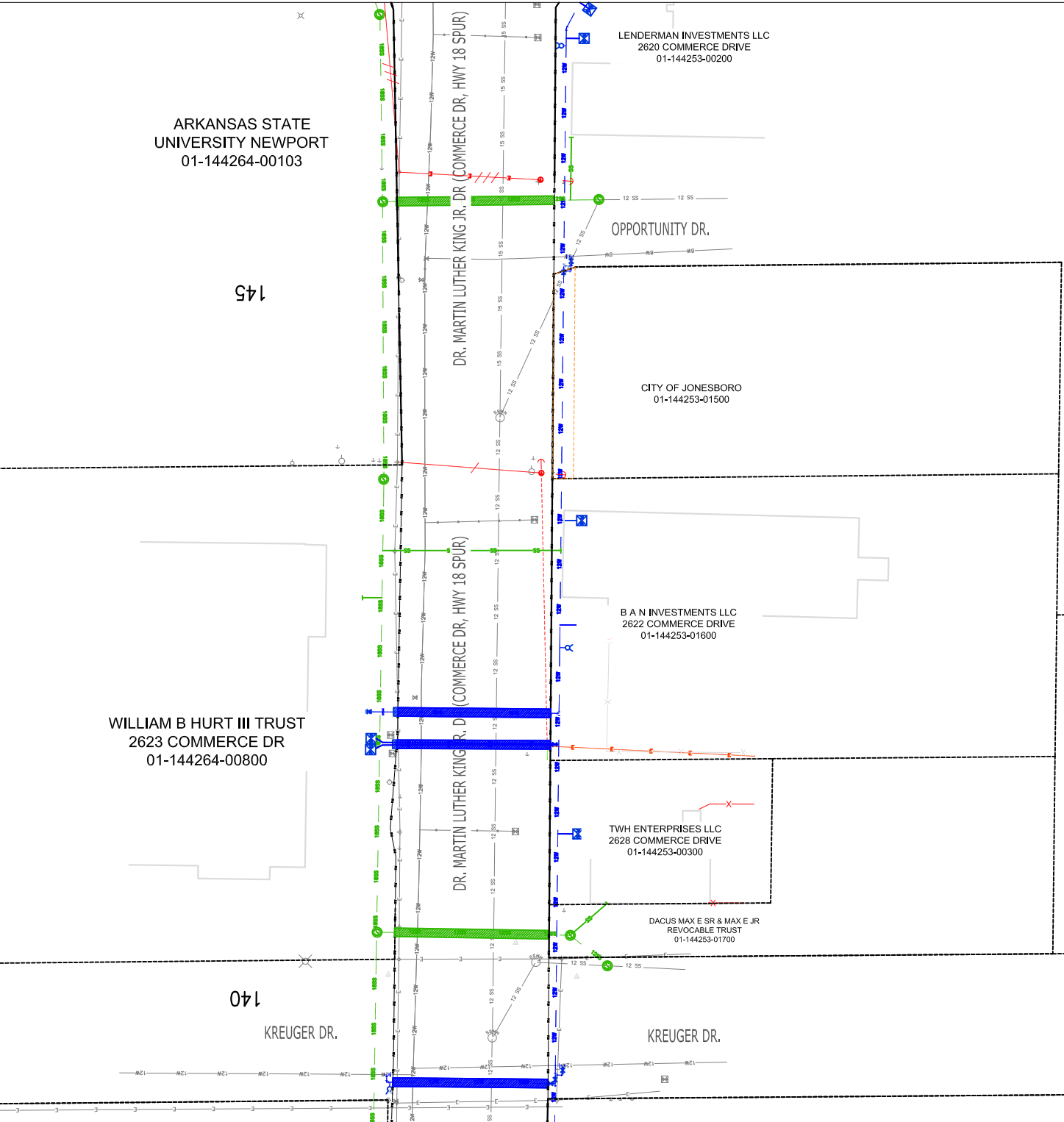


ARDOT PROJECT #100657	
CITY WATER AND LIGHT 400 E. MONROE JONESBORO, ARKANSAS 72401	
CITY OF JONESBORO ARDOT PROJECT #100657; TRACT 15	PLAN SCALE: 1" = 80'
DRAWN: D. DROMGOOLE	EXHIBIT B
DATE: 09/06/2023	SHEET 1 OF 1

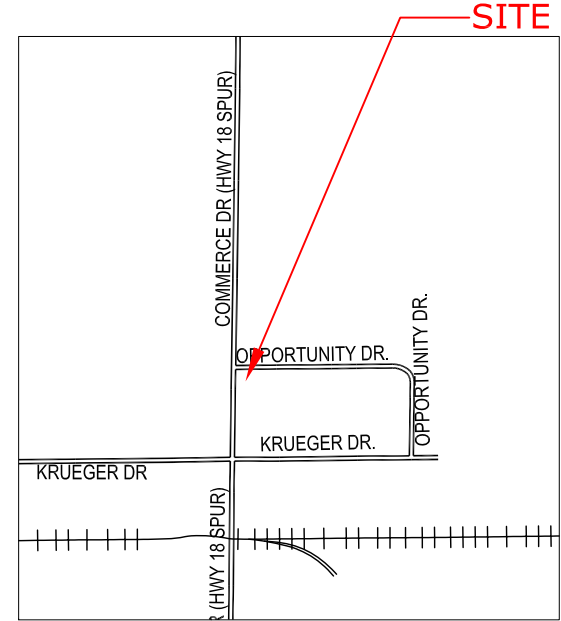
CWL UTILITY RELOCATION PLANS

LEGEND:

- EASEMENT LINE
- PROPOSED WATER UTILITY INSTALLATION
- PROPOSED ELECTRIC UTILITY INSTALLATION
- PROPOSED SANITARY SEWER UTILITY INSTALLATION
- EXISTING WATER, ELECTRIC, OR SEWER UTILITY
- PROPOSED UTILITY INSTALLATION TEXT



VICINITY MAP (NO SCALE):



GRAPHIC SCALE 1" = 100'

ARDOT PROJECT #100657	
CITY WATER AND LIGHT 400 E. MONROE JONESBORO, ARKANSAS 72401	
CITY OF JONESBORO ARDOT PROJECT #100657; TRACT 15	PLAN SCALE: 1" = 70'
DRAWN: D. DROMGOOLE	UTILITY PLANS
DATE: 07/11/2023	SHEET 1 OF 1

ARKANSAS STATE
UNIVERSITY NEWPORT
01-144264-00103

145

WILLIAM B HURT III TRUST
2623 COMMERCE DR
01-144264-00800

140

KREUGER DR.

LENDERMAN INVESTMENTS LLC
2620 COMMERCE DRIVE
01-144253-00200

OPPORTUNITY DR.

CITY OF JONESBORO
01-144253-01500

B A N INVESTMENTS LLC
2622 COMMERCE DRIVE
01-144253-01600

TWH ENTERPRISES LLC
2628 COMMERCE DRIVE
01-144253-00300

DACUS MAX E SR & MAX E JR
REVOCABLE TRUST
01-144253-01700

KREUGER DR.

DR. MARTIN LUTHER KING JR. DR. (COMMERCE DR, HWY 18 SPUR)

DR. MARTIN LUTHER KING JR. DR. (COMMERCE DR, HWY 18 SPUR)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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or													
Employer identification number													
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶
	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.