

**CONTRACT FOR CONVEYANCE OF EASEMENT
TO CITY OF JONESBORO, ARKANSAS**

1. **GRANTEE:** The Grantee, CITY OF JONESBORO, ARKANSAS, A MUNICIPAL CORPORATION offers to buy and Grantors agree to sell and convey to Grantee, subject to the terms set forth herein, a permanent, perpetual and exclusive easement in, over, under, and to the following Property:

**Part of the Southwest Quarter of the Southwest Quarter of Section
23, Township 14 North, Range 3 East, Craighead County,
Arkansas; see attached legal (the "Easement Property").**

2. **USE:** The easement shall be for the sole purpose of permitting the construction, laying, placement, operation, use, repair, maintenance, relocation, removal or abandonment of a gas extraction system, associated piping, valves, wells, connections, boxes and other necessary equipment for the conveyance of gas and to convey a right of ingress and egress for the purposes aforesaid. Grantors agree that any equipment installed, placed, or constructed in the Easement Property shall be permitted to remain in, on, or under the Easement Property for so long as the Grantee deems necessary and Grantors shall have no right to require Grantee to remove any such equipment.

3. **PURCHASE PRICE:** The Buyers will pay as the total price for said easement the sum of \$4,300.00.

4. **CONVEYANCE:** Conveyance shall be made to Grantee as directed by Grantee by separate Easement Agreement. Grantors warrant that Grantors are owners of the Easement Property in fee simple absolute and covenant to defend Grantee's easement rights against all claims and objections.

5. **COVENANTS TO RUN WITH LAND:** The rights, obligations, and covenants made and conveyed by the Easement Agreement shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall be binding upon every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

6. **COMPLETE UNDERSTANDING:** This Contract For Conveyance Of Easement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superceded hereby.

7. **GOVERNING LAW:** This Contract For Conveyance Of Easement and all rights and obligations with respect to all matters referred to herein, shall be interpreted, construed, and enforced in accordance with the laws of the State of Arkansas.

8. **BINDING UPON SUCCESSORS AND ASSIGNS:** All of the terms and provisions of this Contract for Conveyance of Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

9. **MODIFICATIONS:** This Contract for Conveyance of Easement may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any such waiver, amendment, modification, change, or discharge is sought.

THIS IS A LEGALLY BINDING CONTRACT WHEN SIGNED BY BOTH GRANTORS AND GRANTEE AND APPROVED BY THE CITY COUNCIL.

City of Jonesboro

By: _____
Doug Formon, Mayor

THE ABOVE OFFER IS ACCEPTED ON

GRANTOR _____
Stuart L. Simpson

Date _____

GRANTOR _____
Amy L. Simpson

Date _____

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRAIGHEAD

BE IT REMEMBERED, that on this day personally appeared before me the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, Stuart L. Simpson and Amy L. Simpson, husband and wife, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth and relinquished their respective rights of dower, curtesy, and homestead, if any, in the subject property set forth in the foregoing instrument.

WITNESS my hand and seal on this __ day of _____, 2007.

Notary Public

My Commission Expires:

_____.

"Easement Property"

A Gas Extraction Easement being a part of the Northwest Quarter of the Southeast Quarter of Section 22, Township 14 North, Range 3 East, Craighead County, Arkansas and a part of Lot 1, Tall Birch Drive Addition to Jonesboro, Arkansas, being more particularly described as follows:

Beginning at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of Section 22, Township 14 North, Range 3 East; Thence North $00^{\circ}12'19''$ East, 61.15 feet to the Point of Beginning Proper; Thence South $76^{\circ}02'31''$ West, 102.68 feet; Thence South $85^{\circ}16'25''$ East, 54.03 feet; Thence South $04^{\circ}43'35''$ West, 20.00 feet; Thence North $85^{\circ}16'25''$ West, 113.17 feet; Thence South $76^{\circ}02'31''$ West, 89.38 feet; Thence South $60^{\circ}42'32''$ West, 15.54 feet; Thence South $88^{\circ}16'31''$ West, 43.22 feet; Thence North $60^{\circ}42'32''$ East, 49.47 feet; Thence North $01^{\circ}09'52''$ East, 45.68 feet; Thence North $88^{\circ}50'08''$ West, 92.40 feet; Thence North $01^{\circ}09'52''$ East, 20.00 feet; Thence South $88^{\circ}50'08''$ East, 92.40 feet; Thence North $01^{\circ}09'52''$ East, 128.79 feet; Thence North $57^{\circ}36'22''$ West, 124.78 feet; Thence North $32^{\circ}23'38''$ East, 20.00 feet; Thence South $57^{\circ}36'22''$ East, 112.66 feet; Thence North $01^{\circ}09'52''$ East, 83.01 feet; Thence North $77^{\circ}11'42''$ East, 80.50 feet; Thence North $12^{\circ}48'18''$ West, 78.66 feet; Thence North $77^{\circ}11'42''$ East, 20.00 feet; Thence South $12^{\circ}48'18''$ East, 78.66 feet; Thence North $77^{\circ}11'42''$ East, 121.78 feet; Thence North $34^{\circ}47'54''$ East, 68.34 feet; Thence South $00^{\circ}12'19''$ West, 35.23 feet; Thence South $34^{\circ}47'54''$ West, 17.44 feet; Thence North $77^{\circ}11'42''$ East, 10.16 feet; Thence South $00^{\circ}12'19''$ West, 20.53 feet; Thence South $77^{\circ}11'42''$ West, 241.84 feet; Thence South $01^{\circ}09'52''$ West, 89.51 feet; Thence North $65^{\circ}44'43''$ East, 114.49 feet; Thence South $24^{\circ}15'17''$ East, 20.00 feet; Thence South $65^{\circ}44'43''$ West, 123.99 feet; Thence South $01^{\circ}09'52''$ West, 166.25 feet; Thence North $76^{\circ}02'31''$ East, 247.82 feet; Thence South $00^{\circ}12'19''$ West, 20.63 feet to the Point of Beginning Proper, containing 0.63 acres or 27412 square feet more or less.

Type of Instrument: Easement–Gas Extraction System
Grantor(s): Stuart L. Simpson and Amy L. Simpson, husband and wife
Grantee(s): City of Jonesboro, Arkansas

This Instrument Prepared By:

Barrett & Deacon, P.A.
Attorneys at Law
P.O. Box 1700
Jonesboro, AR 72403

After Recording Return To:

Barrett & Deacon, P.A.
Attorneys at Law
P.O. Box 1700
Jonesboro, AR 72403

EASEMENT – GAS EXTRACTION SYSTEM

KNOW ALL PERSONS BY THESE PRESENTS:

For good and valuable consideration, the receipt of which is hereby acknowledged, Stuart L. Simpson and Amy L. Simpson, husband and wife, the undersigned Grantors, hereby covenant they will defend the Grantee's rights hereunder against all claims or objections, and do hereby grant, sell, and convey unto the City of Jonesboro, Arkansas ("Grantee"), and its successors and assigns, an easement and right of entry over and across the following described land lying in Craighead County, Arkansas, to wit ("Easement Area"):

A Gas Extraction Easement being a part of the Northwest Quarter of the Southeast Quarter of Section 22, Township 14 North, Range 3 East, Craighead County, Arkansas and a part of Lot 1, Tall Birch Drive Addition to Jonesboro, Arkansas, being more particularly described as follows:

Beginning at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of Section 22, Township 14 North, Range 3 East; Thence North 00°12'19" East, 61.15 feet to the Point of Beginning Proper; Thence South 76°02'31" West, 102.68 feet; Thence South 85°16'25" East, 54.03 feet; Thence South 04°43'35" West, 20.00 feet; Thence North 85°16'25" West, 113.17 feet; Thence South 76°02'31" West, 89.38 feet; Thence South 60°42'32" West, 15.54 feet; Thence South 88°16'31" West, 43.22 feet; Thence North 60°42'32" East, 49.47 feet; Thence North 01°09'52" East, 45.68 feet; Thence North 88°50'08" West, 92.40 feet; Thence North 01°09'52" East,

20.00 feet; Thence South 88°50'08" East, 92.40 feet; Thence North 01°09'52" East, 128.79 feet; Thence North 57°36'22" West, 124.78 feet; Thence North 32°23'38" East, 20.00 feet; Thence South 57°36'22" East, 112.66 feet; Thence North 01°09'52" East, 83.01 feet; Thence North 77°11'42" East, 80.50 feet; Thence North 12°48'18" West, 78.66 feet; Thence North 77°11'42" East, 20.00 feet; Thence South 12°48'18" East, 78.66 feet; Thence North 77°11'42" East, 121.78 feet; Thence North 34°47'54" East, 68.34 feet; Thence South 00°12'19" West, 35.23 feet; Thence South 34°47'54" West, 17.44 feet; Thence North 77°11'42" East, 10.16 feet; Thence South 00°12'19" West, 20.53 feet; Thence South 77°11'42" West, 241.84 feet; Thence South 01°09'52" West, 89.51 feet; Thence North 65°44'43" East, 114.49 feet; Thence South 24°15'17" East, 20.00 feet; Thence South 65°44'43" West, 123.99 feet; Thence South 01°09'52" West, 166.25 feet; Thence North 76°02'31" East, 247.82 feet; Thence South 00°12'19" West, 20.63 feet to the Point of Beginning Proper, containing 0.63 acres or 27412 square feet more or less.

This easement is for the purpose of permitting the construction, laying, placement, operation, use, repair, maintenance, relocation, removal or abandonment of a gas extraction system, associated piping, valves, wells, connections, boxes and other necessary equipment for the conveyance of gas and to convey a right of ingress and egress for the purposes aforesaid.

Grantee agrees, at its expense, to repair this easement to substantially the same condition as prior to the action taken in the event Grantee or its agents or employees replace, repair, or remove its gas extraction system. Grantors agree that any equipment installed, placed, or constructed in the Easement Area shall be permitted to remain in the Easement Area for so long as the Grantee deems necessary and Grantors shall have no right to require Grantee to remove any such equipment.

This easement and covenant shall run with the ownership of the land described and shall bind, not only the parties hereto, but their successors, assigns, heirs, and personal representatives.

Nothing contained in this easement shall be deemed a gift or dedication of any portion of the Easement Area to the general public or for the general public for any public purpose other than that stated herein.

IN TESTIMONY WHEREOF, this instrument is hereby executed this ___ day of _____, 2007.

GRANTORS:

Stuart L. Simpson

Amy L. Simpson

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF _____

BE IT REMEMBERED, that on this day personally appeared before me the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, Stuart L. Simpson and Amy L. Simpson, husband and wife, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth and relinquished their respective rights of dower, curtesy, and homestead, if any, in the subject property set forth in the foregoing instrument.

WITNESS my hand and seal on this ___ day of _____, 2007.

Notary Public

My Commission Expires:

_____.