

WR#9830
..#1A

EASEMENT FOR UNDERGROUND FACILITIES

THIS EASEMENT, entered into by the undersigned, herein referred to as GRANTORS, and SOUTHWESTERN BELL TELEPHONE COMPANY, GRANTEE, wherein GRANTORS, in consideration of the sum of One dollar and No/00 Dollars (\$ 1.00), and other valuable consideration, receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its associated and allied companies, its and their respective successors and assigns a permanent easement to construct, operate, maintain, inspect, replace, and remove such underground telecommunication systems and lines, and all appurtenances thereto, as may be required by Grantee from time to time, upon, over and under a strip of land 10 feet in width, across Grantors' land situated in Craighead County, and described as follows:

A communications easement across a tract of land as recorded in Book 347, Page 304 in the office of Craighead County Circuit Clerk lying in the Northwest corner of Lot "1" of Kiech's First Addition to the City of Jonesboro, AR being more particularly described as follows:

The Western 10 feet of the above described tract of land which lies immediately East of and parallel and adjacent to the Eastern right-of-way of Union-Pacific Railroad for a distance of 85 feet more or less.

TO HAVE AND TO HOLD same, with all rights and appurtenances to the same belonging, unto Grantee, its successors assigns, until the use of the easement is relinquished or abandoned, including (1) the right of ingress and egress to and from the easement by reasonable routes across Grantors' property, (2) the right to clear and trim trees, overhanging branches, roots, brush and other obstructions in the easement, (3) the right to place on the surface of the easement manholes, cable risers, connector terminals, repeaters, testing terminals, and route markers, and (4) the right to install temporary or permanent gates in fences crossing the easement.

Grantee, its successors and assigns shall repair and restore the property and pay for damage to crops and other property following the construction and maintenance work. Further, Grantors reserve the right to use and enjoy their interests in the easement area insofar as the exercise thereof does not endanger or interfere with the construction, operation and maintenance of said systems and lines; and included in this reservation is the right of ordinary cultivation of crops.

Grantors warrant that they are the owners of the land here conveyed, they have no knowledge of environmental hazards affecting the land, except those disclosed to Grantee, and they have the right to make this conveyance and receive the payment thereof, and Grantors covenant that Grantee, its successors assigns, and licensees, may quietly enjoy the premises for the uses herein stated. Grantor agrees to hold Grantee harmless for liability arising from undisclosed environmental hazards.

Signed and executed this 1st day of June, 1998.

ACKNOWLEDGMENT

THE STATE OF _____ COUNTY OF _____ BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name _____ is/are subscribed to the foregoing instrument and acknowledged to me that _____ he/they executed the same for purposes and considerations therein expressed.

Given under my hand and seal of office this the 1 day of June, A.D. 1998

Larry A. Johnson
Larry A. Johnson, Notary Public Notary Public in and for Craighead County, State of Ar
County of Craighead, State of Arkansas My Commission Expires _____
My Commission Expires Sept. 27, 2001

Easement request from Southwestern Bell
Lot 1 of Keech's First Addition in original
Town of Nettleton

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