

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

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

EASEMENT AGREEMENT

WHEREAS, CITY OF JONESBORO, AR ("OWNER"), whose address is 300 S Church St, Jonesboro, AR, represents and warrants to GRANTEE that they are the owner of the real property ("PROPERTY") as shown in Exhibit A attached hereto and incorporated herein by reference, located in Craighead County, Arkansas;

WHEREAS, THE CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS, a consolidated municipal utility improvement district, ("GRANTEE") plans to construct a sanitary sewer line across the PROPERTY as shown in Exhibit B attached hereto and incorporated herein by reference;

WHEREAS, GRANTEE shall require a 40'-wide permanent sewer easement and an 80'-wide temporary construction easement as shown on attached Exhibit A for said sanitary sewer line;

and

WHEREAS, GRANTEE has agreed to pay OWNER the compensation described herein for damage to the PROPERTY caused by the installation of the sanitary sewer line, as well as for said permanent sewer easement and said temporary construction 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 Ten and no/100 (\$10.00) Dollars for said damages and said easements.
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 said easements on the PROPERTY for the purpose of constructing, operating, maintaining, repairing, inspecting, cleaning, replacing, modifying and removing said sanitary sewer line and related facilities, including manholes, within the easement areas as shown on attached Exhibit B. The GRANTEE shall also have the right, privilege and authority to clear and keep clear the permanent sewer easement and to remove all timber and obstructions that may interfere with the construction, operation, maintenance, repair, replacement, modification and removal of said sanitary sewer 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 the sanitary sewer line so that there shall not be any significant permanent mounds, ridges, sinks or trenches resulting from the construction. OWNER agrees that GRANTEE may temporarily mound dirt over the trenches to allow for natural settling, and then subsequently perform any finished grading if required within a reasonable period of time after settling.
 - b. GRANTEE shall pay for any and all damage, whether during construction or in the future, to fences, trees, irrigation systems, parking lots, 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 house or building improvements within said permanent sewer easement area, without the express prior consent of the GRANTEE.
 - d. GRANTEE shall have the right from time to time to cut trees, undergrowth and other obstructions within the permanent sewer easement that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easement herein granted.
 - e. The 80'-wide temporary construction easement shall be in effect from the date of execution of this document until sixty (60) days after the completion of the sanitary sewer line construction as determined by the GRANTEE with written notice to the OWNER, but in no event later than December 31, 2021.
 - f. 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 and its respective officers, directors, shareholders, partners, members, managers, affiliates, employees, representatives, agents, invitees, successors and assigns 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 attorneys fees) by reason of property damage, death or injury to persons arising from or relating to Grantee's, Grantee's agents' and contractors' construction, operation, maintenance, repair, inspection, cleaning, replacing, modifying and removing said sewer line and related facilities on the PROPERTY.
5. At all times during the term of this easement, GRANTEE shall maintain in full force and effect with a company or companies reasonably acceptable to OWNER, general liability insurance against third party liability with limits of liability thereunder of not less than \$1,000,000.00 per occurrence with a \$2,000,000 aggregate for both personal injury and property damage.

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

Executed this _____ day of _____, 20_____.

Honorable Mayor Harold Perrin
City of Jonesboro, AR

City Clerk Donna Jackson
City of Jonesboro, AR

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, the Honorable Mayor Harold Perrin of the City of Jonesboro, Arkansas, to me well known as the OWNER(s) in the foregoing instrument, and stated that they 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]

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, Ms. Donna Jackson, City Clerk of the City of Jonesboro, Arkansas to me well known as the OWNER(s) in the foregoing instrument, and stated that they 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

PROPERTY

Owned by the City of Jonesboro, AR

Craighead County Parcel number 01-144232-00310



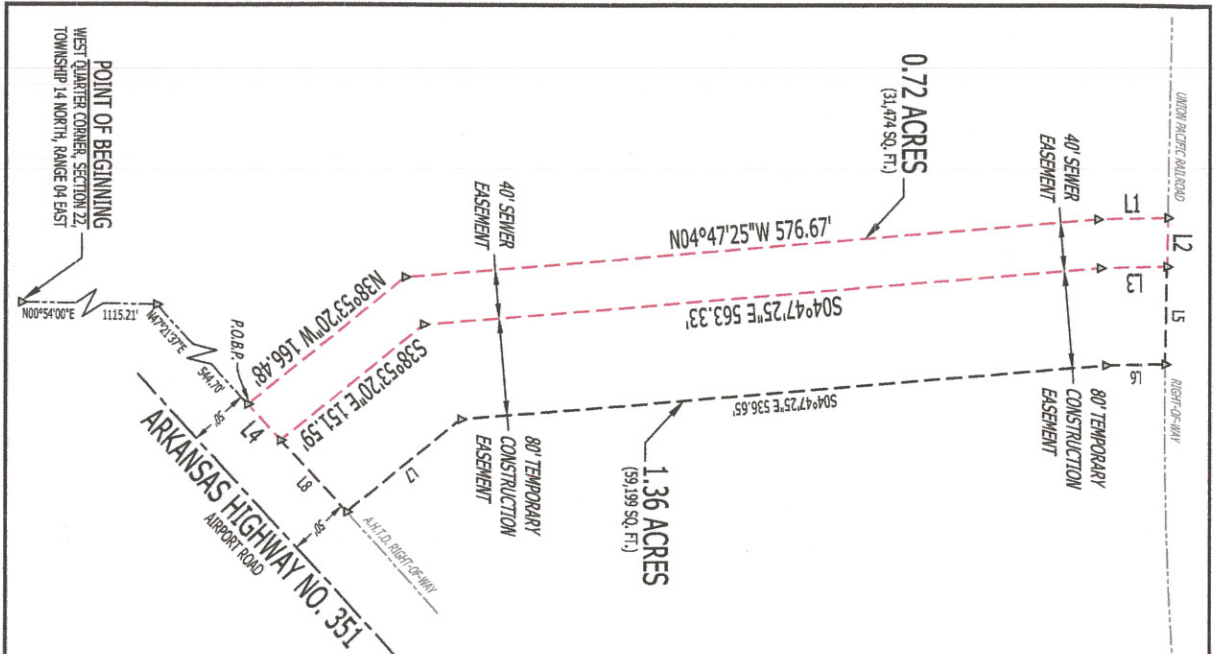


DRAWING INFO	
DRAWN BY: JIN	SCALE: 1" = 100'
DATE: 11 / 29 / 2018	JOB NO: 17272-CL
REVISIONS	

**AERIAL DEPICTION,
NOT A BOUNDARY
SURVEY**

AERIAL DEPICTION
 CLIENT: CITY WATER AND LIGHT
 PART OF THE NORTHWEST QUARTER OF THE
 NORTHWEST QUARTER OF SECTION 22,
 TOWNSHIP 14 NORTH, RANGE 04 EAST,
 JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

**RIDGE SURVEYING
& CONSULTING, PLLC.**
 311 South Church St.,
 Suite H
 Jonesboro, AR 72401
 870-203-9940
 www.ridgesurveying.net



LINE TABLE:

LINE #	DIRECTION	LENGTH
L1	N01°42'56\"W	59.33'
L2	S88°56'16\"E	40.05'
L3	S01°42'56\"E	56.32'
L4	S47°21'37\"W	40.09'
L5	S88°56'16\"E	80.09'
L6	S01°42'56\"E	50.29'
L7	S38°53'20\"E	121.81'
L8	S47°21'37\"W	80.17'

LEGAL DESCRIPTION:

40' SEWER EASEMENT:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

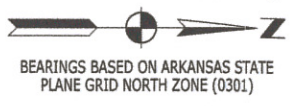
80' TEMPORARY CONSTRUCTION EASEMENT:

A PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS; THENCE NORTH 00°54'00\"E, ALONG THE WEST LINE OF SAID SECTION 22, 1115.21 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY NO. 351 (AIRPORT ROAD); THENCE NORTH 47°21'37\"E, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 584.79 FEET TO THE POINT OF BEGINNING PROPER; THENCE NORTH 38°53'20\"W, LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, 151.59 FEET; THENCE NORTH 04°47'25\"W, 563.33 FEET; THENCE NORTH 01°42'56\"W, WEST, 56.32 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 88°56'16\"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 40.05 FEET; THENCE SOUTH 01°42'56\"E, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, 56.32 FEET; THENCE SOUTH 04°47'25\"E, 563.33 FEET; THENCE SOUTH 38°53'20\"E, 151.59 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF ARKANSAS HIGHWAY NO. 351 (AIRPORT ROAD); THENCE SOUTH 47°21'37\"W, WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 80.17 FEET TO THE POINT OF BEGINNING, CONTAINING 1.36 ACRES (59,199 SQ. FT.), MORE OR LESS, SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

LEGEND:

- ▲ COMPUTED POINT (NOT MONUMENTED)
- - - 40' SEWER EASEMENT LINE
- - - 80' TEMPORARY CONSTRUCTION EASEMENT LINE



BEARINGS BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (0301)

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 CLIENT: CITY WATER AND LIGHT
 PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 14 NORTH, RANGE 04 EAST, JONESBORO, CRAIGHEAD COUNTY, ARKANSAS

EASEMENT DEPICTION, NOT A BOUNDARY SURVEY

DRAWING INFO

DRAWN BY: JIM SCALE: 1" = 100'

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REVISIONS

