

**RIGHT-OF-WAY**

Whereas, **Jackson-Lilly Properties** is the owner of land in Craighead County, Arkansas described below, and the City of Jonesboro, a municipal corporation of the State of Arkansas, is the owner of adjoining land;

Whereas, **Jackson-Lilly Properties**, and city have agreed upon a temporary construction easement for construction and maintenance of curb & gutter across the land of **Jackson-Lilly Properties**, in favor of city and in favor of the land of the city;

Now, Therefore, be it agreed between **Jackson-Lilly Properties**, and city on this 12<sup>th</sup> day of September, 2001.

1. **Jackson-Lilly Properties**, in consideration of the agreement hereinafter made by city, grants to city a temporary construction easement, not to exceed 30 days from date of execution of this document, for construction and maintenance of curb & gutter over the land of **Jackson-Lilly Properties**, in City of Jonesboro, Craighead County, Arkansas, more particularly described as follows:

**A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, LYING IN A PART OF THE SOUTHEAST QUARTER (S.E. 1/4) OF THE SOUTHWEST QUARTER (S.W. 1/4) OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 4 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**THE NORTH 30 FEET OF LOT 1, BLOCK "B", ACCORDING TO THE REPLAT OF LOT 1 AND PART OF LOT 2 OF THE McCARTY ADDITION TO THE CITY OF JONESBORO, ARKANSAS, AS RECORDED IN PLAT CABINET A AT PAGE 4, CRAIGHEAD COUNTY, ARKANSAS.**

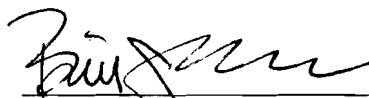
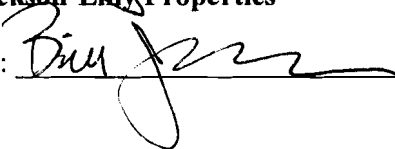
**CONTAINING IN ALL 3,855 SQ. FT. OR 0.088 ACRES, MORE OR LESS.**

**SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.**

2. Grantor hereby covenants with Grantee that it is the owner in fee simple of the lands the subject of this temporary construction easment and will defend the Grantee's right of way to said lands against all claims done or suffered by, through or under Grantor, but against none other.

3. City, in consideration of the grant of right-of-way aforesaid, agrees to construct, maintain and improve the property through the use as is set forth herein.

4. This agreement shall inure to and bind the heirs, executors, administrators, successors and assigns of the parties and shall constitute a covenant running with the land of **Jackson-Lilly Properties**.

  
\_\_\_\_\_  
**Jackson-Lilly Properties**  
By:   
\_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ARKANSAS  
COUNTY OF Craighead

**ACKNOWLEDGMENT**

On this day before me, the undersigned officer, personally appeared **Jackson-Lilly Properties**, by: Bill Jackson, Title: Partner/Owner to me well known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they had executed the same for the purposes therein stated and set forth.

WITNESS my hand and seal this 12<sup>th</sup> day of September, 2001.



Kristie L. Dalton  
NOTARY PUBLIC