



Arkansas Louisiana Gas Company  
a division of Arkla, Inc

# ARKANSAS LOUISIANA GAS COMPANY

P.O. Box 1765  
Jonesboro, AR 72403  
December 10, 1992

Max Dacus Enterprises  
2106 E Matthews  
Jonesboro, AR 72401

Attn: Max E Dacus, Jr.

Dear Mr. Dacus

Arkla Gas Company will approve your request to close alley north of Johnson Avenue between Melrose and Marshall Streets running north to Word Cove.

Yours truly

A handwritten signature in cursive script that reads "Bob Jones".

Bob Jones, Foreman  
Arkla Gas Co



*Owned by the Citizens of Jonesboro*

December 11, 1992

Mr. Max E. Dacus, Jr.  
Max Dacus Enterprises  
2106 E. Matthews  
Jonesboro, AR 72401

RE: Alley Closing  
Attached Plat

Dear Sir:

I have reviewed the material that I received on the property located on Johnson Avenue, where you are proposing to close an alley. City Water & Light has no utilities in this alley and have no objections to its closing.

Please call if you have further questions or need additional information.

Respectfully,

A handwritten signature in black ink, appearing to read 'Randy Simpkins', written over a horizontal line.

Randy Simpkins  
Chief Engineer

RKS/sf



TCI of Arkansas

December 7, 1992

TO WHOM IT MAY CONCERN:

East Arkansas Cablevision has no objections to the closing of the alley located on Lot A2 of Max Dacus, Jr's replat of Lot A of Max Dacus, Jr's replat of Lots 98-104 of College Place Subdivision.

Respectfully

A handwritten signature in black ink that reads "Garry Bowman". The signature is written in a cursive style with a long horizontal stroke at the end.

Garry Bowman  
General Manager

**TCI of Arkansas**  
P.O. Box 3040 (72403)  
1520 South Caraway Road  
Jonesboro, AR 72401  
(501) 935-3615  
FAX (501) 972-8141

*An Equal Opportunity Employer*

 **Southwestern Bell Telephone**

“The One to Call On”

January 11, 1993

**Lewis Grounds**  
Manager  
Engineering (ROW)

**Max E. Dacus Jr.**  
**Max Dacus Enterprises**  
2106 E. Matthews  
Jonesboro, AR 72401

Dear Mr. Dacus:

Your request for Southwestern Bell concurrence in regard to an alley closing has been forwarded to me for handling. It is my understanding that you have agreed to grant a telephone easement should the alley be closed and the property be deeded to you. We are agreeable to such an arrangement and I have enclosed an easement for your signature. I will prepare an alley closing concurrence document which is contingent upon your granting of the easement.

Sincerely,



L.C. Grounds

Enclosure

Room 525  
1111 West Capitol Avenue  
Little Rock, Arkansas 72203

Phone 501 373-5255

CONCURRENCE

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone Company, a Missouri Corporation, hereby concurs in the closing of the following described alley located in the City of Jonesboro, Arkansas:

From a pipe for the Southeast corner of the intersection of Melrose Street with Word Cove, said street intersection being the Northwest corner of Lot A2 of Max Dacus, Jr's replat of Lot A of Max Dacus, Jr's Replat of Lots 98-104 of College Place Subdivision; run South 89°38' East along the North line of said Subdivision 220 feet to the point of beginning; then run South 00°42' West partway along the East line of said Subdivision and partway along the East line of Lot A, Streckers 1st Replat of College Place Subdivision 576.36 feet to the North line of Johnson Ave.; then run North 80°28'20" East along said North line of Johnson Ave.; then run North 00°44' East partway along the West line of Lot B of Max Dacus Jr's replat of Lots 181-196 and part of Lots 128 and 129 and partway along the West line of Lots 130, 179 and 180 of College Place Subdivision 573.70 feet to the said North line of Max Dacus, Jr's Replat of part College Place Subdivision; then run North 89°38' West along said North line 15.6 feet to the point of beginning. This concurrence is given on the condition that Southwestern Bell will be granted a utility easement, in the same location described above, by the first party to acquire title to this property from the City of Jonesboro.

By Tom A. Green  
General Manager-Network Operations-Ark.

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF SALINE

On this the 19 day of January, 1993, before me, the undersigned manager, Tom Green, General Manager-Network Operations-Ark., who acknowledged himself to be delegated by the President-Arkansas Division of Southwestern Bell Telephone Company, a corporation, and that he, as such is authorized to execute the foregoing instrument.

In witness whereof I hereunto set my hand and official stamp.

Len C. Shanks  
Notary Public

My commission expires: 4-20-02

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 and no/100----- 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 576' X 15.6 feet in width, across Grantors' land situated in Craighead County, and described as follows:

MD. 52  
15.6

From a pipe for the Southeast corner of the intersection of Melrose Street with Word Cove, said street intersection being the Northwest corner of Lot A2 of Max Dacus, Jr's replat of Lot A of Max Dacus, Jr's Replat of Lots 98-104 of College Place Subdivision; run South 89°38' East along the North line of said Subdivision 220 feet to the point of beginning; then run South 00°42' West partway along the East line of said Subdivision and partway along the East line of Lot A, Streckers 1st Replat of College Place Subdivision 576.36 feet to the North line of Johnson Ave.; then run North 80°28'20" East along said North line of Johnson Ave; then run North 00°44' East partway along the West line of Lot B of Max Dacus Jr's replat of Lots 181-196 and part of Lots 128 and 129 and partway along the West line of Lots 130, 179 and 180 of College Place Subdivision 573.70 feet to the said North line of Max Dacus, Jr's Replat of part College Place Subdivision; then run North 89°38' West along said North line 15.6 feet to the point of beginning. Grantor and Grantee acknowledge that Grantor is executing this instrument contingent upon title to this property being deeded to Grantor by a third party. Should title to property not be acquired by Grantor this instrument will become null and void.

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 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 own the portions 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 therefor and Grantors covenant that Grantee, its successors assigns and licensees may quietly enjoy the premises for the uses herein stated. Grantors agree to hold Grantee harmless for liability arising from undisclosed environmental hazards.~~

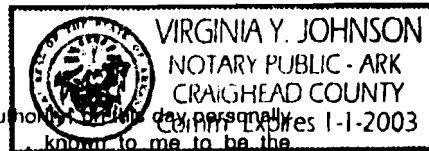
Signed and executed this 15th day of January, 1993.

*Max Dacus Jr*  
Max Dacus Jr

*Paul F Streckers*  
Paul F Streckers

Witness: \_\_\_\_\_

ACKNOWLEDGEMENT



THE STATE OF Arkansas COUNTY OF Craighead BEFORE ME, the undersigned authority, on this 15th day of January, 1993, appeared Max Dacus, Jr, my bond, Sr, Patsy Trivette 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 15th day of January, A.D. 1993.

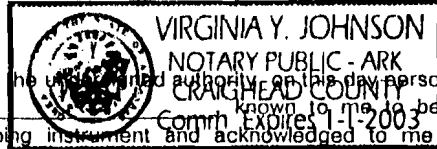
*Virginia Y. Johnson*  
Notary Public in and for Craighead County, State of Arkansas  
My Commission Expires \_\_\_\_\_

**ACKNOWLEDGEMENT**

THE STATE OF \_\_\_\_\_  
COUNTY OF Craighead BEFORE ME, the undersigned authority, on this day personally  
appeared Paul F. Strecker, 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 consideration therein expressed.

Given under my hand and seal of office this the 18th day of January, A.D. 1993.

Virginia Y. Johnson  
Notary Public in and for Craighead County, State of Arkansas  
My Commission Expires \_\_\_\_\_



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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**CORPORATION ACKNOWLEDGEMENT**

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 subscribed to the  
foregoing instrument, as \_\_\_\_\_ of \_\_\_\_\_,  
a corporation, and acknowledged to me that he executed the same for the purposes and consideration  
therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County, State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_