

Type of Instrument: Property Damage/Easement Agreement  
Grantee(s): City Water and Light Plant  
of the City of Jonesboro, Arkansas  
Owner(s): THE CITY OF JONESBORO, ARKANSAS

After Recording, Return To:  
City Water & Light Plant  
of the City of Jonesboro  
400 East Monroe Street  
Jonesboro, AR 72401

### **PROPERTY DAMAGE/EASEMENT AGREEMENT**

**WHEREAS, THE CITY OF JONESBORO, ARKANSAS (“OWNER” whether one or more), whose address is 300 SOUTH CHURCH ST., JONESBORO, AR 72401, represents and warrants to GRANTEE that they are the owner of the real PROPERTY described in Exhibit A attached hereto and incorporated herein by reference, located in Craighead County, Arkansas (the “PROPERTY”);**

**WHEREAS, THE CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS**, a consolidated municipal utility improvement district, (“GRANTEE”) plans to construct utility lines across the PROPERTY;

WHEREAS, GRANTEE shall require a 40'-wide permanent utility easement and an 80'-wide construction easement as shown on attached Exhibit B for said utility lines;

and

WHEREAS, GRANTEE has agreed to pay OWNER the compensation described herein for damage to the PROPERTY caused by the installation of the utility lines as well as for the permanent and temporary easements for the utility lines;

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 \$\_\_\_\_\_ and no/100) Dollars for damages and 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 PROPERTY for the purpose of constructing, operating, maintaining, repairing, inspecting, cleaning, replacing, modifying and removing said utility lines and related facilities including manholes within the easement area as shown on Exhibit B. The GRANTEE shall also have right to clear and keep clear the easement and to remove all timber and obstructions that may interfere with the construction, operation, maintenance, repair, replacement, modification and removal of said utility lines 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 utility lines so that there shall not be any significant permanent mounds, ridges, sinks or trenches resulting from the construction of the utility lines. OWNER agrees that GRANTEE may temporarily mound dirt over the utility line trench 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 growing crops, fences, trees, plowed lands, irrigation installations, 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, building improvements or obstructions within said 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 that, in its judgment, may injure, endanger or interfere with the exercise by GRANTEE of the rights, privileges and easement herein granted.
- e. 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.

Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural.

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\_\_\_\_\_.

\_\_\_\_\_  
CITY OF JONESBORO, ARKANSAS  
HAROLD PERRIN, Mayor

\_\_\_\_\_  
CITY OF JONESBORO, ARKANSAS  
DONNA JACKSON, City Clerk

**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, HAROLD PERRIN, Mayor, 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

**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, DONNA JACKSON, City Clerk, 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