

EASEMENT FOR DRAINAGE**KNOW ALL PERSONS BY THESE PRESENTS:**

For good and valuable consideration, the receipt of which his hereby acknowledged, Turtle Creek Partners, LLC, an Arkansas Limited Liability Company, by its Co-Manager (“Grantor”) does grant, sale, and convey to the City of Jonesboro, Arkansas and its successors and assigns (“Grantee”) an Easement and right of entry over and across the following described land located in Craighead County, Arkansas, to wit:

Part of the South half of the Southeast quarter of Section 21, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas also being part of the Replat for Turtle Creek Partners, LLC, Jonesboro, Arkansas, being more particularly described as follows: Beginning at the Northeast corner of the South half of the Southeast quarter of Section 21, Township 14 North, Range 4 East, Jonesboro, Craighead County, Arkansas: thence South 00 degrees 51 minutes 48 seconds West along the East line of the South half of the Southeast quarter of Section 21, aforesaid, 10 feet; thence South 89 degrees 39 minutes 26 seconds West, departing said East line, 192.22 feet; thence North 00 degrees, 51 minutes, 48 seconds East 10 feet to a point on the North line of the South half of the Southeast quarter of Section 21, aforesaid; thence North 89 degrees, 39 minutes 26 seconds East along said North line 192.22 feet to the point of beginning. Subject to easements, restrictions, reservations, and right-of-ways of record.

This Easement is for the purpose of permitting the construction of a drainage ditch, the repair and maintenance of the drainage ditch, the construction of any pipes, box culverts, or any construction necessary for the conveyance of stormwater and for the purpose of granting a right of ingress and egress for the above purposes.

Grantee agrees to maintain and repair this Easement at its sole cost and expense.

APPROVED

LEGAL

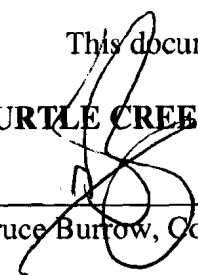
Grantee agrees to indemnify and hold Grantor harmless from any claim, loss of life, injury to person, damage to property or cause of action arising out of the construction, maintenance, repair, or use of this Easement by the Grantee, its agents, employees, or the general public. The term indemnification shall include any monetary obligation which Grantor pays or is obligated to pay and shall include all litigation costs, discovery costs, court costs, witness fees, and reasonable attorney's fees.

This Easement and covenant shall run with the ownership of the land described and shall bind not only the parties to this Agreement but their successors and assigns.

Grantor warrants that it has title to the property and that it has authority to convey the property to the Grantee subject to all existing liens, encumbrances, easements, restrictions, covenants, right-of-ways and other exceptions of record.

This document is executed on this 14th day of February, 2006.

TURTLE CREEK PARTNERS, LLC



Bruce Burrow, Co-Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD


On this day before me personally appeared Bruce Burrow to me well known who acknowledged himself to be the Co-Manager of Turtle Creek Partners, LLC, an Arkansas Limited Liability Company, and stated that he, as such Co-Manager, being authorized to do so, has executed this instrument for the purposes set forth, by signing the name of the Limited Liability Company by himself as such Co-Manager.

Witness my hand and seal on this 14 day of February, 2006.


Notary Public

My commission expires:
5-1-2010

PREPARED by:
DENNIS ZOLPER
P.O. Box 19009
JONESBORO, AR 72402
870-932-1400

DEED BK 718 PG 736 - 738
DATE 03/13/2006
TIME 03:25:10 PM
RECORDED IN
OFFICIAL RECORDS OF
CRAIGHEAD COUNTY
ANN HUDSON
CIRCUIT CLERK

RECEIPT# 146615