

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

UTILITY EASEMENT AGREEMENT

WHEREAS, City of Jonesboro, Arkansas ("OWNER" whether one or more), represents and warrant 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, CITY WATER AND LIGHT PLANT OF THE CITY OF JONESBORO, ARKANSAS, a consolidated municipal utility improvement district, ("GRANTEE") plans to construct or has the potential to construction an underground electric line, overhead electric line, sanitary sewer line, and water line on the PROPERTY;

WHEREAS, GRANTEE shall require an underground electric line, overhead electric line, sanitary sewer line, and water line easement as shown on attached Exhibit B for said underground electric line, overhead electric line, sanitary sewer line, and water line and related facilities;

and

WHEREAS, GRANTEE has agreed to pay OWNER the compensation described herein for damage to the PROPERTY caused by the installation of the underground electric line, overhead electric line, sanitary sewer line, and water line easement.

FOR GOOD AND VALUABLE CONSIDERATION, IT IS THEREFORE AGREED BETWEEN GRANTEE AND OWNER AS FOLLOWS:

1. OWNER acknowledges that GRANTEE has the right, privilege, and authority to enter upon the PROPERTY for the purpose of constructing, operating, substituting, maintaining, repairing, inspecting, cleaning, replacing, relocating, preserving, modifying, abandoning and removing said line or lines for the transmission or distribution of electricity or for communication, together with all wires, poles, transformers, guys, supports and appurtenances and together with all wires, pad mounted transformers, pad mounted equipment and appurtenances; said water pipe lines, valves, connections, meters, meter boxes, and other necessary equipment for carrying of water; and said sanitary sewer lines, including all pipes, tiles, valves, connections, manholes and necessary equipment or appurtenances and related facilities to convey right of ingress and egress for the purposes aforesaid 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 underground or overhead electric power line, sanitary sewer line, and water line and related facilities.

2. 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 said underground electric line, overhead electric line, sanitary sewer line, and water line.
- b. GRANTEE shall pay for any and all damage, whether during construction or in the future, to fences, trees, shrubs, plants, turf, irrigation systems, 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 structure, 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 trim 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.

3. GRANTEE agrees to indemnify, defend and hold OWNER 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 attorney's fees) by reason of property damage, death or injury to persons arising from or relating to Grantee's and Grantee's agents' and contractors' construction, operation, maintenance, repair, inspection, cleaning, replacing, modifying and removing said underground electric line, overhead electric line, sanitary sewer line, and water line and related facilities on the PROPERTY.

4. Each person who executes this easement agreement on behalf of a corporation, partnership, limited liability company, joint venture, unincorporated association, or any other entity represents and warrants to the other party to this Easement Agreement that he/she has the authority of the partner(s) (general and limited) or shareholder(s) or member(s) of said entity to do so, and agrees to indemnify and hold harmless the other party to this Easement Agreement for any claim that such authority did not exist.

It is mutually agreed and understood that this agreement, as written, covers all the agreements and stipulations between OWNER and GRANTEE, 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

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, **City of Jonesboro, Arkansas**, to me well known as the OWNER in the foregoing instrument and stated that he/she 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

DESCRIPTION OF PROPERTY

The following described real property in Jonesboro, Craighead County, Arkansas: