

This Instrument Prepared By:
Matt DeLaruelle
ICE MILLER LLP
One American Square, Suite 3100
Indianapolis, IN 46282

DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT (this "**Easement**") is made as of the ____ day of _____, 2008 (the "**Effective Date**"), by the City of Jonesboro, Arkansas ("**Grantor**").

WHEREAS, Grantor is the owner of certain real property located in Craighead County, Arkansas and described on Exhibit A attached hereto (the "**Burdened Property**");

WHEREAS, Grantor is also the owner of certain real property adjacent to the Burdened Property and described on Exhibit B attached hereto (the "**Benefited Property**");

WHEREAS, Nestlé Prepared Foods Company, a Pennsylvania corporation ("**Nestlé**"), leases the Benefited Property from Grantor.

WHEREAS, Grantor desires to create, and Nestlé desires to obtain, an easement in, on, over, through and across the Burdened Property for purposes of providing access between the Benefited Property and Great Dane Drive.

NOW, THEREFORE, Grantor hereby declares as follows:

1. Access Easement. Grantor hereby creates, for the benefit of the Benefited Property, a permanent easement in, on, over, through and across that portion of the Burdened Property described on Exhibit C attached hereto and depicted on Exhibit D attached hereto (the "**Access Easement Area**") for the purpose of constructing, using, maintaining and repairing all roadways and pathways as any owner or lessee of the Benefited Property, including but not limited to Nestlé, shall deem necessary or desirable for providing vehicular and pedestrian ingress and egress between the Benefited Property and Great Dane Drive (the "**Access Easement**"). The Access Easement includes the right of any owner or lessee of the Benefited Property, including but not limited to Nestlé, to enter upon and use those portions of the Burdened Property adjacent to the Easement Area that are reasonably necessary for the exercise of the rights granted by the Access Easement, including without limitation for construction and maintenance purposes.

2. Use. Grantor reserves the use and enjoyment of the Access Easement Area, but only to the extent that such use and enjoyment by Grantor does not adversely affect the use of the Access Easement or the exercise of the rights granted herein. No improvements, structures or obstructions on the Access Easement Area shall be constructed or placed, or permitted to be constructed or placed, by any owner or occupant of the Burdened Property that will in any way prevent or hinder the use of the Access Easement or the exercise of the rights granted herein. The Access Easement may be used for, among other uses, access for large trucks and tractor trailers, which may create excessive noise, dust and vibration.

3. Nature of the Easement. The Access Easement and the rights granted herein are for use by the owner of the Benefited Property, its lessees, including but not limited to Nestlé, and their respective agents, employees, contractors, tenants, licensees, invitees and guests. The easements, rights and obligations created herein shall be perpetual, shall run with the land, shall be appurtenant to the Benefited Property, shall be binding upon the Burdened Property and all persons having an interest therein and shall inure to the benefit of the Benefited Property and all persons having an interest therein.

4. Governing Law. This Easement shall be governed by and construed pursuant to the laws of the State of Arkansas.

5. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

6. Amendment. This Easement may only be modified or amended by written agreement signed by the owners of the Benefited Property and the Burdened Property and recorded in the Recorder's Office of Craighead County, Arkansas.

7. Authority. Each undersigned person signing on behalf of Grantor hereby certifies that he/she has been fully empowered and duly authorized by any and all necessary action to execute and deliver this Easement and bind Grantor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the Effective Date.

"GRANTOR"
THE CITY OF JONESBORO, ARKANSAS

By: _____

Name: _____

Title: _____

STATE OF _____)

_____)

COUNTY OF _____)

SS.

On this the ___ day of _____, 2008, before me, the undersigned officer, personally appeared _____, of the State of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

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

[SEAL]

Notary Public

My Commission Expires:

EXHIBIT A

Burdened Property

The following described land situated in Craighead County, to-wit:

A PART OF THE NORTH HALF OF SECTION 29, TOWNSHIP 14 NORTH – RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 29 TOWNSHIP 14 NORTH – RANGE 5 EAST CRAIGHEAD COUNTY, ARKANSAS; THENCE S01° 39' 17" E ALONG THE FORTY ACRE LINE – 86.57' TO THE NEW SOUTH RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY NO. 18; THENCE N87° 49' 03" E ALONG SAID RIGHT OF WAY LINE – 881.63'; THENCE N87° 10' 28" E ALONG SAID RIGHT OF WAY LINE – 976.17' TO THE POINT OF BEGINNING PROPER; THENCE N87° 10' 28" E ALONG SAID RIGHT OF WAY LINE 709.29' TO THE WEST RIGHT OF WAY LINE OF B P WAY (ALSO KNOWN AS GREAT DANE DRIVE); THENCE S01° 33' 32" E ALONG SAID RIGHT OF WAY LINE – 1704.12'; THENCE S87° 13' 43" W – 671.62'; THENCE N02° 49' 32" W – 1703.07' TO THE POINT OF BEGINNING PROPER CONTAINING 27.00 ACRES MORE OR LESS.

EXHIBIT B

Benefited Property

The following described land situated in Craighead County, to wit:

A PART OF THE NORTH HALF OF SECTION 29, TOWNSHIP 14 NORTH – RANGE 5 EAST, CRAIGHEAD COUNTY ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 29 TOWNSHIP 14 NORTH – RANGE 5 EAST CRAIGHEAD COUNTY, ARKANSAS; THENCE S01°39'17"E ALONG THE FORTY-ACRE LINE – 86.57' TO THE NEW SOUTH RIGHT OF WAY LINE OF ARKANSAS STATE HIGHWAY NO. 18; THENCE N87°49'03"E ALONG SAID RIGHT OF WAY LINE – 1.92' TO THE POINT OF BEGINNING PROPER; THENCE N87°49'03"E ALONG SAID RIGHT OF WAY LINE – 881.63'; THENCE N87°10'28"E ALONG SAID RIGHT OF WAY LINE – 976.17'; THENCE S02°49'32"E – 1703.07'; THENCE S87°13'43"W – 1872.25' TO THE EAST RIGHT OF WAY LINE OF COTTAGE HOME ROAD; THENCE N02°27'43"W ALONG SAID RIGHT OF WAY LINE – 486.95'; THENCE N02°17'29"W ALONG SAID RIGHT OF WAY LINE – 1224.30' TO THE POINT OF BEGINNING PROPER CONTAINING 73.00 ACRES MORE OF LESS.

EXHIBIT C

Access Easement Area

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, CRAIGHEAD COUNTY, ARKANSAS: THENCE SOUTH $00^{\circ}42'39''$ EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29, 434.76 FEET: THENCE SOUTH $87^{\circ}49'34''$ WEST DEPARTING SAID EAST LINE, 75.11 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GREAT DANE DRIVE: THENCE SOUTH $00^{\circ}42'45''$ EAST ALONG THE WESTERLY RIGHT OF WAY LINE OF GREAT DANE DRIVE, 15.00 FEET TO THE POINT OF BEGINNING: THENCE CONTINUE SOUTH $00^{\circ}42'45''$ EAST 50.02 FEET: THENCE SOUTH $87^{\circ}49'34''$ WEST DEPARTING SAID WESTERLY RIGHT OF WAY LINE, 44.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 110.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}12'29''$, A DISTANCE OF 173.19 FEET: THENCE NORTH $01^{\circ}57'57''$ WEST 123.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 60.00 FEET: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'48''$, A DISTANCE OF 94.26 FEET: THENCE SOUTH $88^{\circ}01'15''$ WEST 414.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $45^{\circ}00'00''$, A DISTANCE OF 47.12 FEET: THENCE SOUTH $43^{\circ}01'15''$ WEST 39.64 FEET: THENCE NORTH $01^{\circ}58'45''$ WEST 70.08 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 110.0 FEET AND WHOSE RADIUS POINT BEARS SOUTH $41^{\circ}48'31''$ EAST: THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $39^{\circ}49'46''$, A DISTANCE OF 76.47 FEET: THENCE NORTH $88^{\circ}01'15''$ EAST 414.58 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'49''$, A DISTANCE OF 172.81 FEET: THENCE SOUTH $01^{\circ}57'57''$ EAST 123.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 60.00 FEET: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $90^{\circ}12'29''$, A DISTANCE OF 94.47 FEET: THENCE NORTH $87^{\circ}49'34''$ EAST 46.18 FEET TO THE POINT OF BEGINNING.

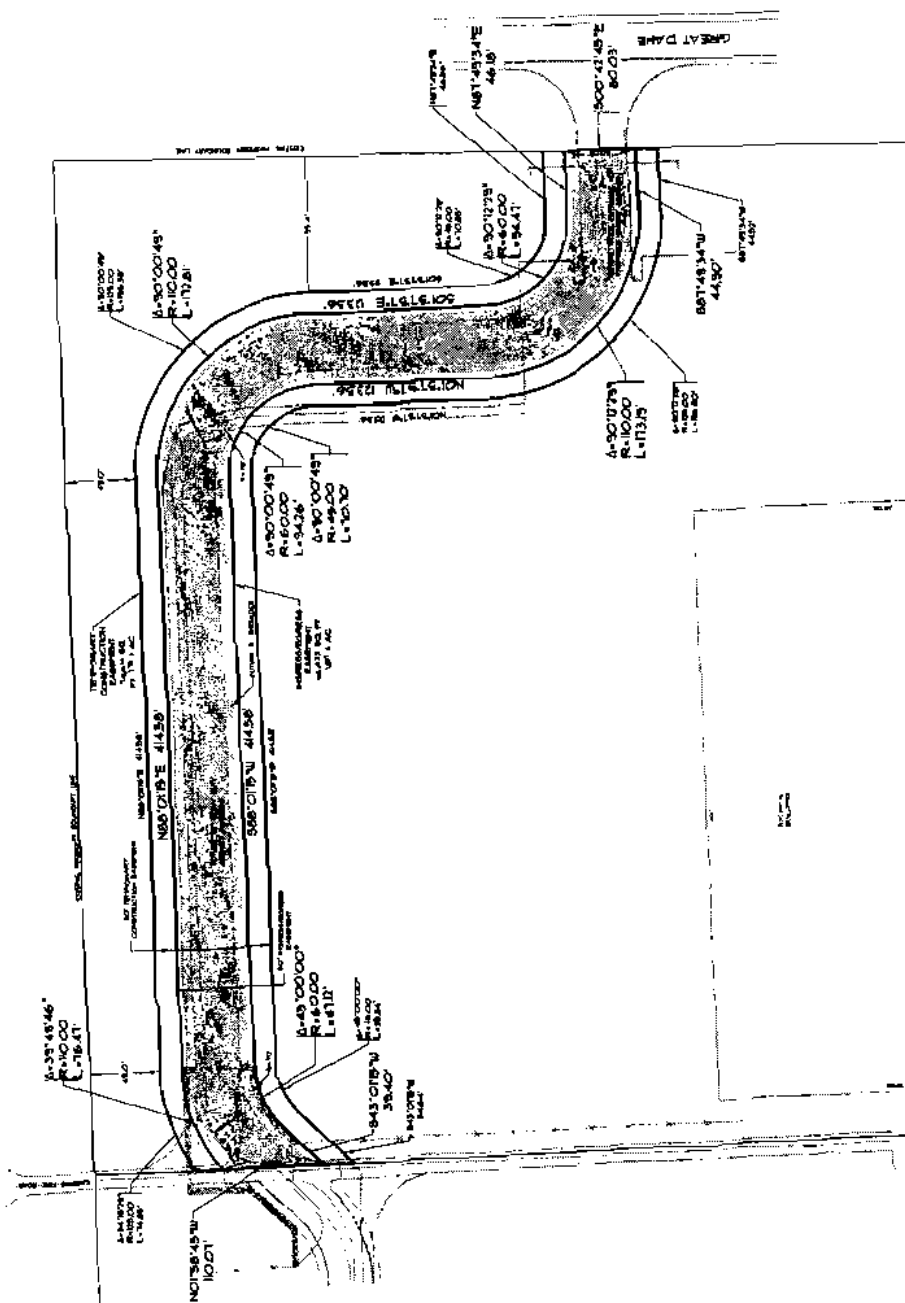
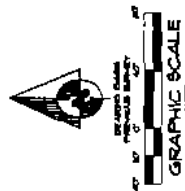
CONTAINING IN ALL 46,623 SQ. FT. OR 1.07 ACRES, MORE OR LESS.

EXHIBIT D

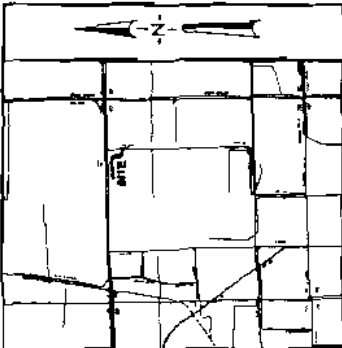
Depiction of Access Easement Area

[SEE ATTACHED]

PRELIMINARY



VICINITY SKETCH
SEE PG. 1000A



PRELIMINARY

ASSOCIATED ENGINEERS AND TESTERS, LLC
CIVIL, MECHANICAL, ELECTRICAL AND MATERIALS ENGINEERS
205 SOUTH MAIN STREET, SUITE 100
JONESBORO, ARKANSAS 72401
PH: 870-937-9999 FAX: 870-937-9998

EASEMENT SKETCH
THE HASKELL COMPANY
JONESBORO, ARKANSAS

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