

RIGHT OF WAY PERMIT
FOR
TRANSMISSION LINE

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE CITY OF JONESBORO, hereinafter called GRANTOR, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey unto ARKANSAS ELECTRIC COOPERATIVE CORPORATION, GRANTEE, whose address is P.O. Box 194208, Little Rock, AR 72219, and unto its successors and assigns, the right, privilege and easement to use a strip of land one-hundred feet (100') in width and approximately two-hundred eighty-six feet (286') in length which is across a portion of Grantors' real property located in Craighead County, Arkansas, which is a 22.65 acre tract being a part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 14 North, Range 3 East, Craighead County, Arkansas and being more fully described as follows:

Commencing at the Northwest Corner of said Southwest Quarter of the Northwest Quarter and run thence South 00 deg. 26 min. 09 sec. West along the West line thereof for a distance of 1331.16 feet to the Southwest Corner of said Southwest Quarter of the Northwest Quarter; thence North 88 deg. 48 min. 45 sec. East along the South line thereof for a distance of 208.28 feet to the Point of Beginning of the land herein described: thence continuing North 88 deg. 48 min. 45 sec. East along the South line of said Southwest Quarter of the Northwest Quarter for a distance of 85.36 feet; thence South 04 deg. 29 min. 51 sec. West for a distance of 285.89 feet; thence North 12 deg. 31 min. 28 sec. West for a distance of 290.14 feet to the Point of Beginning, containing (12,141 sq. ft.) 0.28 acres, more or less,

for the purpose of constructing, operating and maintaining an overhead transmission line consisting of poles or towers with necessary guys and supports upon which may be strung wires or cables for the transmission of electric current and messages and for such other uses as may be necessary to the business of Grantee, its successors or assigns.

This easement is required to relocate a segment of Grantee's existing transmission line between Structures B15 and B14 to accommodate construction of the new US Highway 63 interchange at Washington Avenue. Grantee's existing transmission line must be relocated off the new highway right-of-way. The transmission line will be relocated onto Grantor's property only so far as required to move off the new US Highway 63 right-of-way. This easement supplements the "Right of Way Permit, Easement No. 6" dated November 2, 1964, which is recorded in Record Book 165, Page 9, of the records of Craighead County, between Grantor and Grantee. This supplement is for the 0.28 acres described above for the additional right-of-way required to accommodate the highway construction.

The rights hereby conferred provide for the privilege and authority to enter upon said lands for the purpose of constructing and building said transmission line structure, for the maintenance and operation thereof, and the right to clear and keep clear a right-of-way one-hundred feet (100') in width (being within fifty feet either side of the centerline described above), and to remove all other timber and obstructions that may interfere with or might be a hazard to the use of the same, and for the repairing, reconstructing, operating or removing of same at any and all times: Reserving, however, unto the Grantor, its successors and assigns, the right and privilege of entering into and upon said premises for access to their existing properties and other purposes, and the right to use the surface of said premises for purposes which do not interfere with the use of said premises by the Grantee in the maintenance and operation of said transmission line, and without in any way violating the provisions of the National Electric Safety Code.

The right of free ingress and egress over adjacent lands to or from said right of way is hereby conferred upon said Grantee, its successors and assigns, at any time for the purpose recited herein. If the Grantee should ever permanently abandon the use of said right of way for the purposes herein conveyed it shall revert to the Grantor or assigns.

Grantee agrees that it will pay damages to crops, livestock, fences, or any other damages not included in above settlement, inflicted by it during the construction and/or maintenance of said facilities. The sum of all damages may be determined by mutual agreement and when same are not mutually agreed upon by Grantor and Grantee, then said damages shall ascertained and determined by three disinterested persons, one of whom to be designated by the Grantor, its successors or assigns, one by Grantee, its successors or assigns, and the third by the two so appointed, and the agreed award of such three persons shall be final and conclusive of all such damage.

IN WITNESS WHEREOF,

We hereto set our hands and affix our seals on this the 15th day of Nov, 2005.

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF CRAIGHEAD

On this the 28 day of November, 2005, before me, Patsy Bishop, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, personally appeared Doug Formon and Donna Jackson, to me personally well known or who satisfactorily proven to me to be the persons whose names are subscribed to the within instrument, who stated they were the Mayor and City Clerk, respectively of The City of Jonesboro, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28 day of November, 2005.

Patsy K. Bishop
Notary Public

My Commission Expires: 10-4-14

