

Filed
3/24/03

DRAINAGE EASEMENT

STATE OF ARKANSAS
COUNTY OF BENTON

} KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, paid to the undersigned: Thomas J. Embach, that I do hereby GRANT, SELL and CONVEY unto the City of Lowell, Arkansas, a municipal corporation, (herein styled Grantee) all its successors and assigns, the right of way and easement to construct, lay, remove, enlarge, and operate a storm drainage channel and structure or structures and appurtenances thereto on, over, and across my property situated in the West 1/2 of the NE¼ of the SE¼ of Section 2, Township 18 North, Range 30 West, as described in Land Title Record 90-16036 of the records of the Circuit Clerk of Benton County, Arkansas, to wit:

PROPERTY DESCRIPTION:

Part of the West Half (W ½) of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 2, Township 18 North, Range 30 West, Benton County, Arkansas, described as beginning at the Northwest Corner of said W ½ of the NE ¼ of the SE ¼; thence North 90° 00' 00" East 653.86 feet; thence South 00° 42' 46" East 1,316.16 feet; thence South 89° 53' 07" West 655.83 feet; thence North 00° 37' 35" West 757.45 feet; thence North 90° 00' 00" East 170.00 feet; thence North 00° 37' 35" West 170.00 feet; thence North 90° 00' 00" West 170.00 feet; thence North 00° 37' 35" West 390.00 feet to the Point of Beginning.

The easement granted herein being described as follows:

PERMANENT EASEMENT DESCRIPTION:

A permanent easement described as follows: begin at the steel rebar pin found at the southwest corner of the Grantor's above described property and run thence North 00° 37' 35" West along the west line of the Grantor's above described property 55.00 feet; thence North 89° 53' 07" East 15.00 feet; thence South 00° 37' 35" East 35.00 feet; thence North 89° 53' 07" East 15.00; thence South 00° 37' 35" East 20.00 feet to the south line of the Grantor's above described property; thence South 89° 53' 07" West along said south line 30.00 feet to the Point of Beginning. This permanent easement contains 1125 square feet or 0.026 acres, more or less.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A temporary construction easement described as follows: begin at a point on the west line of the Grantor's above described property, said point being located North 00° 37' 35" West along said west line a distance of 55.00 feet from steel rebar pin found at the southwest corner of the Grantor's above described property, and run thence North 00° 37' 35" West along said west line 45.00 feet; thence North 89° 53' 07" East 100.00 feet; thence South 00° 37' 35" East 100.00 feet to the south line of the Grantor's above described property; thence South 89° 53' 07" West along said south line 70.00 feet to the east line of the above described permanent easement; thence North 00° 37' 35" West 20.00 feet; thence South 89° 53' 07" West along the north line of the above described permanent easement 15.00 feet; thence North 00° 37' 35" West 35.00 feet; thence South 89° 53' 07" West 15.00 feet to the Point of Beginning. This temporary easement contains 8875 square feet or 0.204 acres, more or less.

TO HAVE and TO HOLD unto said Grantee, its successors and assigns, so long as such channel, structure or structures, and appurtenances thereto shall be maintained, with ingress to and egress from the north side of the real estate first hereinabove described to the above described easements for the purpose of constructing, inspecting, maintaining, and repairing said channel, structures, and appurtenances of the Grantee above described, and the removal, renewal, and enlargement of such at will, in whole, or in part.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil and to restore the ground surface to as near the original condition as practical.

Grantee agrees to pay any damages which may arise to growing crops or fences from the construction, maintenance, and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any building or structures within the boundary of the permanent easement other than fences and said fences shall not exceed six feet in height.

The Grantee shall have the right to construct additional drainage structures upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

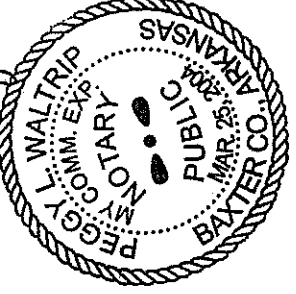
WITNESS the execution hereof this 11th day of March, 2003.
Deeey M. Loh

ACKNOWLEDGEMENT

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }
BAKTER

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared the person(s) shown above, to me well known as the person(s) who executed the foregoing Right of Way Grant.

WITNESS my hand and seal on this 11th day of March, 2003.
Eggy J. Waite Notary Public



My commission expires: 03/25/04