

R90-16

RESOLUTION NO. R90-16

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONWAY,  
ARKANSAS:

THAT, its Mayor and City Clerk-Treasurer are hereby authorized  
and directed to sign, for and in behalf of the City of Conway,  
Arkansas, a certain Right of Way and Easement in favor of Conway  
County, Arkansas, a copy of which is attached to and hereby  
made a part of this Resolution.

PASSED this 24<sup>th</sup> day of April, 1990.

APPROVED: David A. Jenley  
Mayor

ATTEST:

Martha Hartman  
City Clerk-Treasurer

EASEMENT AND RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That we, THE CITY OF CONWAY (hereinafter called GRANTOR) for and in consideration of ONE DOLLAR (\$1.00), to help construct a water system and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey to CONWAY COUNTY, ARKANSAS (hereinafter called GRANTEE) and its successors or assigns, the following easement and right of way:

An easement and right of way to exist perpetually and a construction easement to exist temporarily for a period of six (6) months for the initial laying and construction of the water system and any necessary fire plugs, including the right to enter upon the real property hereinafter described for the purpose of doing all acts necessary for construction and any altering, inspecting, repairing, and maintaining the water lines and water system upon and under the surface of the real estate hereinafter described.

The perpetual easement shall be a strip of land 10 feet wide. The temporary construction easement shall be a strip of land 25 feet wide, both of which shall be parallel with and fronting on (county roads or state highway) rights of way adjacent to our lands, more particularly described as follows:

PART OF THE SE 1/4 SE 1/4, SECTION 21, AND PART OF THE N 1/2 NE 1/4, SECTION 28, ALL IN T-7-N, R-15-W OF THE FIFTH PRINCIPAL MERIDIAN, CONWAY COUNTY, ARKANSAS: MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 21, T-7-N, R-15-W; THENCE N 88° 14' 13" W 415.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 21 TO A POINT ON THE EAST LINE OF THE CITY OF CONWAY'S WATER SUPPLY PROPERTY; THENCE ALONG SAID EAST LINE THE FOLLOWING COURSES AND DISTANCES: N 27° 39' 17" W 114.82 FEET; N 02° 06' 22" E 240.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING LOCATED ON THE CENTERLINE OF A 10-FOOT WATER MAIN EASEMENT, 5 FEET EACH SIDE OF THE FOLLOWING DESCRIBED LINE; THENCE DEPARTING FROM SAID EAST LINE N 82° 47' 49" W 91.49 FEET TO A POINT; THENCE S 66° 02' 40" W 351.77 FEET TO A POINT; THENCE S 57° 40' 40" W 404.39 FEET TO A POINT; THENCE S 65° 54' 56" W 149.55 FEET TO A POINT; THENCE S 60° 32' 22" W 100.51 FEET TO A POINT; THENCE S 66° 10' 30" W 645.73 FEET; THENCE N 33° 55' 12" W 374.34 FEET TO A POINT ON A 6" WATER MAIN, SAID POINT BEING THE POINT OF TERMINATION OF SAID EASEMENT, SAID POINT BEING 2236.89 FEET WEST AND 123'+ FEET SOUTH OF THE SE CORNER OF SECTION 21, T-7-N, R-15-W.

It is understood by and between GRANTOR and GRANTEE that CONWAY COUNTY, ARKANSAS has received Community Development Funds from the Arkansas Industrial Development Commission and that one of the conditions imposed upon the use of said funds is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601) hereinafter referred to as the Uniform Act and the regulations pursuant thereto at 24 CFR Part 42 and further that nothing in the Uniform Act or regulations prevents a person, after being informed of the right to receive just compensation, from making a gift or donation of real property or any interest therein, to CONWAY COUNTY ARKANSAS; and that the landowner will be assured that property disturbed during construction will be put back or replaced in as good condition as before; and as to the properties specifically described above I/We hereby elect to donate the above described Easement and thereby waive any rights and benefits potentially accruing to Me/Us under the Uniform Act. Therefore, let it be known that by My/Our signature (s) hereon I/We freely and without duress waive any and all rights accruing to Me/Us under the Uniform Act. Specifically, I/We hereby release CONWAY COUNTY, ARKANSAS from the obligation to obtain an appraisal of the above described property prior to My/Our donating an easement interest in said property.

By acceptance of this conveyance of easements and rights of way, GRANTEE agrees and covenants that it will bury all pipes and lines so that they will not interfere with the natural drainage of the land through which they are laid and when so laid, after restoring the land surface, GRANTEE will restore any fences, drives, roads, pipes, etc., that it, its agents, contractors, etc., may damage, destroy, or move.

EASEMENT AND RIGHT OF WAY (continued)

The GRANTORS do hereby covenant with GRANTEE that they are lawfully seized and possessed of the real estate above described and that they have a good and lawful right to convey the same or any part thereof.

WE, the undersigned, for and inconsideration of the consideration hereinabove cited, to release and relinquish any rights of dower, curtesy, or homestead in and to the above described easement insofar as such rights are affected by these documents.

IN WITNESS WHEREOF, we have hereunto our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

CORPORATE NAME - If Applicable BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF ARKANSAS  
COUNTY OF \_\_\_\_\_

On this day personally appeared before me the undersigned, a Notary Public, within and for the county aforesaid, duly commissioned and acting \_\_\_\_\_ who acknowledged that he had executed the foregoing instrument for the purposes and considerations therein mentioned and set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

CORPORATE ACKNOWLEDGEMENT

STATE OF ARKANSAS  
COUNTY OF \_\_\_\_\_

On this day personally appeared before me the undersigned, a Notary Public, within and for the county aforesaid, duly commissioned and acting \_\_\_\_\_ and \_\_\_\_\_ to me well known as the \_\_\_\_\_ and \_\_\_\_\_ and acknowledge that they, upon proper resolution of the Board of Directors of said corporation had executed the foregoing easement for the purposes and consideration therein mentioned and set forth.

\_\_\_\_\_  
Notary Public

My Commision Expires:  
\_\_\_\_\_

CERTIFICATION

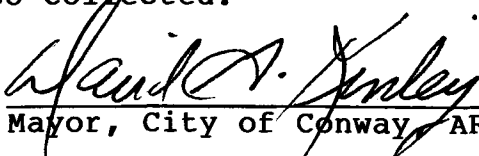
TO: COUNTY TAX COLLECTOR

FROM: MAYOR, CITY OF CONWAY

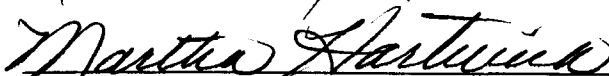
The City of Conway, Arkansas, hereby certifies that the sum of \$4500.00 was determined by the Conway City Council to be due and payable from Norman Jones as money expended to remove a house on the following described real property in Faulkner County, Arkansas:

Lot 5 & 6, Block 2, Harrison Addition, S.85.3 ft. in the City of Conway, Arkansas

plus 10% as penalty which total sum shall be placed on the tax books as delinquent taxes and collected accordingly under authority of Act 80 of 1983. Said sum less 3% as collection fee shall be paid to the City of Conway when so collected.

  
\_\_\_\_\_  
Mayor, City of Conway, AR

Date April 24, 1990

  
\_\_\_\_\_  
City Clerk, City of Conway, AR