

THIS INSTRUMENT PREPARED BY:
City of Conway
1201 Oak St.
Conway, Arkansas 72032

Grantee's acknowledgement:
Per Ark. Code Ann. §26-60-102 (1),
real property transfer taxes do not apply
to transfers or from agencies of the
State of Arkansas and, therefore,
documentary stamps are not required to
be placed on this instrument.

PERMANENT DRAINAGE EASEMENT

KNOW ALL BY THESE PRESENTS THAT:

Chad Wilson whose address is 6 West Rockwood Dr., Conway, AR 72034, **GRANTOR**, for and in consideration of the sum of Forty Thousand and No/100 Dollars and Cents (\$40,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby, subject to any prior recorded easements or lease agreements, grant, bargain, sell, and convey unto the **City of Conway, Arkansas**, whose address is 1201 Oak St., Conway, AR 72032, **GRANTEE**, its successors and assigns, a perpetual easement with reasonable rights of ingress, egress and access for constructing, laying, installing, operating, maintaining, repairing, re-installing and replacing a drainage box culvert with any necessary appurtenances on, across, over and through the hereinafter described lands belonging to the **GRANTOR** situated in the City of Conway, Arkansas, to wit;

A 20 foot wide strip of land located in parts of Lots 3 and 4, Block 2, Harrison Addition to the City of Conway (Plat Book A, Page 46), Faulkner County, Arkansas, more particularly described as follows:

Beginning at a chiseled "X" for the southeast corner of said Lot 3; thence along the south line of said Lot 3 N88°54'43"W a distance of 13.50 feet to a set chiseled "X"; thence leaving said south line N01°18'01"E parallel to the east line of said Lot 3 a distance of 125.90 feet to a set 1/2 inch rebar w/cap (1363) being on the north line of said Lot 3; thence along said north line S88°42'06"E a distance of 13.50 feet to a set 1/2 inch rebar w/cap (1363) for the common corner of said Lots 3 and 4; thence along the north line of said Lot 4 S88°42'06"E a distance of 6.50 feet; thence leaving said north line S01°18'01"W parallel to the west line of said Lot 4 a distance of 125.84 feet to the south line of said Lot 4; thence along said south line N88°54'43"W a distance of 6.50 feet to the Point of Beginning.

The permanent drainage easement herein conveyed shall substantially be shown on Exhibit "A" attached hereto and made a part hereof, and may not be deviated from without **GRANTOR's** written permission.

The rights hereby conferred provide for the privilege and authority to enter upon said lands for the purpose of constructing said box culvert, inspection, maintenance, repair and operation thereof. The use of the above-described easement for any other purpose is expressly prohibited. If **GRANTEE** or its successor or assigns use of the easement for any other purpose, the easement shall immediately terminate, and the **GRANTEE** or its successors or assigns cease to use and abandon the easement for the purposes herein conveyed, the easement shall automatically revert to **GRANTOR**, its successors and assigns.

Upon completion of the initial construction work or any subsequent maintenance work, the **GRANTEE** shall immediately backfill around the box culvert and thoroughly compact all excavations. The **GRANTEE** shall level the surface with surrounding area using class 7 stone, remove all tools, equipment, excess excavated materials and debris.

GRANTEE also agrees to the following additional conditions related to the box culvert construction;

1. Demolish existing buildings on Lots 3 and 4, Block 2, Harrison Addition property
2. Remove and dispose building rubble and debris
3. Grant permission for **GRANTOR** to construct a driveway within the permanent drainage easement subsequent to completion of culvert realignment

GRANTOR hereby reserves to itself, its successors and assigns, the right to use and enjoy the land granted in this easement for construction of a driveway access to other portions of the property, and any other purpose not inconsistent with the rights conveyed to **GRANTEE**, but may not place a building, structure, or other improvements upon the easement without prior written approval of **GRANTEE**. As a means of avoiding or minimizing interference with either parties' projects located in the easement granted herein, **GRANTOR** and **GRANTEE** and their successors and assigns agree to provide adequate notice to the other party prior to initiating any construction, repair, or maintenance work in those areas of the easement where respective appurtenances are in close proximity to each other.


GRANTEE shall defend, indemnify, and hold harmless **GRANTOR** from and against any and all claims, causes of action, suits, demands, damages, losses, liability, and expenses of whatsoever nature arising out of, incidental to, or otherwise related in any way to the use of said lands by **GRANTEE**, its agents, employees, contractors, or invitees, whether such claims are brought during or after the term of this easement. **GRANTEE** also agrees that it will take no action with respect to the land described in this easement that would result in the acquisition by prescription or otherwise of any rights by third parties in the easement describes herein.

TO HAVE AND TO HOLD unto said **GRANTEE**, its successors and assigns, said permanent drainage easement subject to the terms, conditions, restrictions, reservations, and limitations stated herein.


IN WITNESS WHEREOF, the authorized representatives of the **GRANTOR** and **GRANTEE** are hereunto affixed on the dates set forth below.

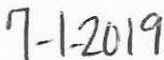
GRANTOR: CHAD WILSON

BY: 
Chad Wilson

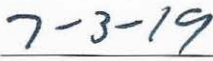

Date

GRANTEE: CITY OF CONWAY, ARKANSAS

BY: 
Bart Castleberry, Mayor


Date


City Clerk/Recorder


Date

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF FAULKNER

On this 20th day of June, 20 19, before me, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments,) appeared the within named Chad Wilson [and _____], to me personally well known (or satisfactorily proven to be such person), who stated and acknowledged that [he, she or they] had so 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 20th day of June, 2019.

(Notary Seal)

[Signature]
(Notary Public)

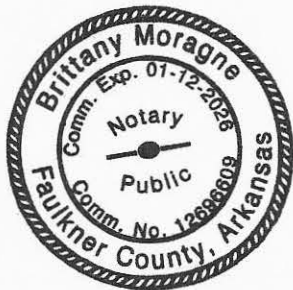


EXHIBIT 'A'

CHAD WILSON
710-03698-002C
DOC# L2018121910

E13.5' LOT 3 BLOCK 2
HARRISON ADDITION

S88°42'06"E 63.50'

1" REBAR

13.50'

50.00'

20.00'

LEGEND

--- BUILDING LINE

--- LOT LINES

--- EASEMENT

● FOUND
MONUMENT (AS
NOTED)

○ SET 1/2" REBAR
W/CAP (1363)

⊕ SET CHISELED "X"

CHAD WILSON
710-03698-000C
DOC# L201719354

LOT 4 BLOCK 2
HARRISON ADDITION

20' DRAINAGE
EASEMENT

QUATTLEBAUMS
ANTIQUES BUILDING
FFE=313.79

N01°18'01"E 125.90'

SHARPE PHOTOGRAPHY
BUILDING
FFE=313.79

S01°18'01"W 125.67'

SE CORNER
LOT 4

SE CORNER LOT 3

SW CORNER
E 13.5' LOT 3

13.50'

50.00'

N88°54'43"W 63.50'

VAN RONKLE ST.
(40' R/W)

20' DRAINAGE EASEMENT:

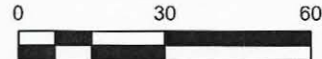
A 20 FOOT WIDE DRAINAGE EASEMENT LOCATED IN PARTS OF LOTS 3 & 4, BLOCK 2, HARRISON ADDITION TO THE CITY OF CONWAY AS SHOWN IN PLAT BOOK A, PAGE 46, RECORDS OF FAULKNER COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A SET CHISELED "X" FOR THE SE CORNER OF SAID LOT 3; THENCE ALONG THE SOUTH LINE OF SAID LOT 3 N88°54'43"W A DISTANCE OF 13.50' TO A SET CHISELED "X"; THENCE LEAVING SAID SOUTH LINE N01°18'01"E PARALLEL TO THE EAST LINE OF SAID LOT 3 A DISTANCE OF 125.90' TO A SET 1/2" REBAR W/CAP (1363) BEING ON THE NORTH LINE OF SAID LOT 3; THENCE ALONG SAID NORTH LINE S88°42'06"E A DISTANCE OF 13.50' TO A SET 1/2" REBAR W/CAP (1363) FOR THE COMMON CORNER OF SAID LOTS 3 & 4; THENCE ALONG THE NORTH LINE OF SAID LOT 4 S88°42'06"E A DISTANCE OF 6.50'; THENCE LEAVING SAID NORTH LINE S01°18'01"W PARALLEL TO THE WEST LINE OF SAID LOT 4 A DISTANCE OF 125.82' TO THE SOUTH LINE OF SAID LOT 4; THENCE ALONG SAID SOUTH LINE N88°54'43"W A DISTANCE OF 6.50' TO THE POINT OF BEGINNING.

SURVEYOR'S NOTES:
SAID TRACT IS SUBJECT TO ALL RIGHTS OF WAY, COVENANTS, EASEMENTS, AND RESTRICTIONS ON RECORD OR PHYSICALLY IN PLACE.



BEARINGS ESTABLISHED BY
STATE PLANE COORDINATES
HARN 97(NAD 83)
ARKANSAS NORTH ZONE



CENTRAL
ARKANSAS
PROFESSIONAL
SURVEYING

OFFICE (501) 513-4800
MOBILE (501) 472-2862
FAX (501) 513-0900

P.O. BOX 298 ROBERT D. FRENCH
CONWAY, AR 72033 P.L.S. 1363

SURVEY FOR:
CITY OF CONWAY

FIELD: JC
OFFICE: JF

DATE:
06/04/2019

STATE CODE:
PLATTED SUBDIVISION

SCALE:
1"=30'

P:CITY OF CONWAY\HARRISON ADDITION\BLOCK 2\LOT 4 PT LOT 3.dwg