

RECREATION EASEMENT

STATE OF _____)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF _____)

That for and in consideration of One Dollar (\$1.00) and other good and valuable consideration to the undersigned, _____, hereafter "GRANTOR", cash in hand paid, the receipt of which is hereby acknowledged, said Grantor does hereby grant, bargain, and convey unto the City of Rogers, Arkansas, a municipal corporation, hereafter "GRANTEE", its/their successors and assigns, permanent rights-of-way and easements to construct, remove, re-construct, enlarge, maintain, inspect, repair, and operate recreation facilities such as, but not limited to, multi-use trails, parks, playgrounds, ball fields, seating areas, pavilions, parking facilities, trailheads, etc. and appurtenances thereto, with right of ingress and egress to and from the same, on, over, across, and under the following described lands lying in BENTON COUNTY, ARKANSAS, to-wit:

 **Legal Description - See Attached Exhibit "A-** - **"** 

A sketch of this grant is attached as Exhibit "B" and is to be considered as a part of this Recreation Easement grant document. It is understood that this sketch is descriptive only of the size, shape, and location of the easement and does not constitute a plat or survey of the Grantors' property.

Also, Grantee is granted a Temporary Construction Easement of sufficient width to allow for adequate equipment and materials storage and ingress/egress for construction of this project as shown on Exhibit "B". It is understood that this sketch is descriptive only of the approximate size, shape, and location of the Temporary Easement and does not constitute a plat or survey of the Grantor's property. The Temporary Easement is subject to all easements, restrictions, reservations, and right-of-ways of record. Upon termination or completion of the above described work, the temporary easement shall revert to the Grantor.

The Grantor or their successors shall not cause to be constructed any buildings, structures, fences, or other improvements (other than driveways and paved parking areas) within the above described easements, and no trees shall be planted by Grantor or their successors on said easement. Grantor or their successors shall not be entitled to any compensation for fences, growing crops, or structures which may be removed or disturbed within this permanent easement by virtue of Grantees' exercise of the rights under this agreement, unless agreed upon in writing among the Grantor and Grantee.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn, or pastures that result from the exercise of rights and privileges contained within the easement and right of way described herein. Said damages to driveways, sidewalks, parking areas, lawn, or pastures shall be restored by Grantee as close as is reasonable to the original condition.

It is further understood that the Grantor or his successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way/easement without the express written permission of Grantee.

All Easements listed above (including right of ways), other than the Temporary Construction Easement, shall be perpetual unto Grantee, unless and until Grantee formally abandons the Easements.

The undersigned GRANTOR, does hereby affirmatively state that they have the actual authority to execute this Recreation Easement grant document and that they possess the actual authority to relinquish the property interests transferred herein.

The undersigned GRANTOR does relinquish and release unto the said GRANTEE, its successors and assigns, all of their respective rights of homestead, dower, and curtesy in regard to the easement herein conveyed.

WITNESS our hands and seals this _____ day of _____, 20__.

BY: _____ BY: _____

For/Title/Printed name

For/Title/Printed name

ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this day, before me, a Notary Public duly commissioned and acting for the State and County aforesaid, personally appeared _____, who acknowledged that they are the Owner(s), necessary corporate officer(s), or otherwise the proper party authorized to execute this easement grant of the above-referenced real estate, and that they have executed the foregoing instrument for the purposes and consideration therein contained.

Witness my hand and seal as such Notary Public this ___ day of _____ 20__.

My Commission Expires:

NOTARY PUBLIC