

**RIGHT-OF-WAY EASEMENT**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, \_\_\_\_\_, hereinafter called "GRANTOR", for and in consideration of the sum of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell, and convey unto the City of Rogers for the use of the public, hereinafter called "GRANTEE", its/their assigns and franchised utilities, a Right-of-way Easement for construction, maintenance, and removal of streets, sidewalks, trails, grading, drainage, and utilities to, from, and over 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 Right-Of-Way 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

