

DRAINAGE EASEMENT

STATE OF _____)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____)

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, hereinafter called "GRANTEE", for the use of the public, its/their successors and assigns, a permanent Drainage Easement to grade for and to construct drainage structures, facilities, and pipelines and appurtenances thereto, and to construct, alter, or grade the lands within the easement grant for the purposes of draining, storing, redirecting, detaining, and transferring water over, under, and upon the easement area as required to provide drainage, with right of way of ingress and egress to and from the same, on, over, 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 Drainage 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.

Grantee shall further have and is hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, and expanding existing facilities or such additional structures, facilities, pipelines, and appurtenances as may be required in the future, and maintaining and removing said structures and appurtenances. Grantee shall have and is hereby granted the further right at all times to remove from said lands all crops, vegetation, undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of Grantee, restricts access, constitutes a hazard, or endangers the safety and/or the reliability of said

structures, or their appurtenances and/or the public, and/or for the purpose of installing additional facilities.

The Grantor, or their successors and assigns, 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 and assigns 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 Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility, or corporation on, across, or under said right of way 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 Drainage 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, their 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