

**City of Fayetteville Staff Review Form**

**2019-0487**

**Legistar File ID**

**9/3/2019**

City Council Meeting Date - Agenda Item Only  
N/A for Non-Agenda Item

Tim Nyander

8/13/2019

WATER SEWER (720)

**Submitted By**

**Submitted Date**

**Division / Department**

**Action Recommendation:**

Staff recommends the approval of the conveyance of a utility easement to Cellco Partnership d/b/a Verizon Wireless for the sum of \$39,020.00 to allow for the installation of fiber infrastructure along the Markham water tank access road.

**Budget Impact:**

N/A	N/A																								
Account Number	Fund																								
N/A	N/A																								
Project Number	Project Title																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Budgeted Item?</b></td> <td style="border-bottom: 1px solid black; text-align: center;">NA</td> </tr> <tr> <td><b>Does item have a cost?</b></td> <td style="border-bottom: 1px solid black; text-align: center;">NA</td> </tr> <tr> <td><b>Budget Adjustment Attached?</b></td> <td style="border-bottom: 1px solid black; text-align: center;">NA</td> </tr> </table>	<b>Budgeted Item?</b>	NA	<b>Does item have a cost?</b>	NA	<b>Budget Adjustment Attached?</b>	NA	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Current Budget</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Funds Obligated</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right; border-bottom: 1px solid black;">\$</td> <td style="text-align: right; border-bottom: 1px solid black;">-</td> </tr> <tr> <td>Item Cost</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td>Budget Adjustment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">-</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="text-align: right; border-bottom: 1px solid black;">\$</td> <td style="text-align: right; border-bottom: 1px solid black;">-</td> </tr> </table>	Current Budget	\$	-	Funds Obligated	\$	-	Current Balance	\$	-	Item Cost	\$	-	Budget Adjustment	\$	-	Remaining Budget	\$	-
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Current Budget	\$	-																							
Funds Obligated	\$	-																							
Current Balance	\$	-																							
Item Cost	\$	-																							
Budget Adjustment	\$	-																							
Remaining Budget	\$	-																							

V20180321

**Purchase Order Number:** \_\_\_\_\_

**Previous Ordinance or Resolution #** \_\_\_\_\_

**Change Order Number:** \_\_\_\_\_

**Approval Date:** \_\_\_\_\_

**Original Contract Number:** \_\_\_\_\_

**Comments:**



**MEETING OF SEPTEMBER 3, 2019**

**TO:** Mayor and City Council  
**THRU:** Don Marr, Chief of Staff  
**FROM:** Tim Nyander, Utilities Director  
**DATE:** August 13, 2019  
**SUBJECT:** Verizon Wireless – Fiber Easement Near Markham Water Tank

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**RECOMMENDATION:**

Staff recommends the conveyance of a utility easement to Cellco Partnership d/b/a Verizon Wireless for the sum of \$39,020.00 to allow for the installation of fiber optic infrastructure along the Markham water tank access road.

**BACKGROUND:**

Verizon operates a cell tower on a parcel of land south of the Markham water tank (Parcel 765-14548-001 owned by Sassafraz Hill Communications). They also own an access easement from that property up to the water tank's access road. Verizon has requested for the City to convey an easement along the south side of the access road to the water tank, so they may install conduit and fiber optic lines.

**DISCUSSION:**

Upon City Council approval, the conduit containing the fiber optic lines will run from the right of way (Sang Avenue) along the south side of the water tank's access road in a 15-foot-wide by 266.8-foot-long easement (see attached Exhibit). The conduit will not affect the water lines or other utilities in the area. Verizon will pay the City of Fayetteville the sum of \$39,020.00 for the conveyance of the fiber easement.

**BUDGET/STAFF IMPACT:**

Revenue from the easement will offset the cost of the land.

**Attachments:**

Easement Agreement  
Exhibit  
Memorandum of Easement Agreement  
Fiber Optics Easement

# BAKER DONELSON

RECEIVED

AUG 12 2019

BAKER DONELSON CENTER · SUITE 800 · 211 COMMERCE STREET · NASHVILLE, TENNESSEE 37201  
· 615.726.5600 · bakerdonelson.com

CITY ATTORNEY'S OFFICE

Direct Dial: 615.726.7305  
Direct Fax: 615.744.7305  
E-Mail Address: bwolfgang@bakerdonelson.com

August 9, 2019

## VIA FEDERAL EXPRESS

City of Fayetteville  
Attn: Blake Pennington  
113 W. Mountain St.  
Fayetteville, AR 72701

Re: Easement Agreement with Celco Partnership d/b/a Verizon Wireless for property located on N. Sang Avenue, Fayetteville, Washington County, Arkansas  
Applicant Site Name and Number: Sang AR/228753  
Our Reference No. 3000002-201258

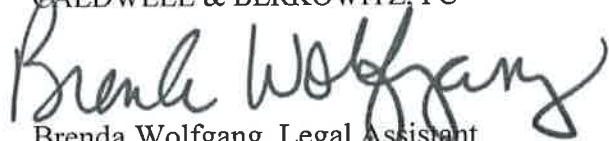
Dear Mr. Pennington:

Enclosed please find two (2) originals of the partially-executed Easement Agreement and two (2) originals of the partially-executed Memorandum of Easement Agreement. Please have these documents executed and notarized as indicated, and return one (1) original of each to me in the enclosed self-addressed envelope. Once the Memorandum has been recorded, I will forward a recorded copy to you for your file.

Please call should you have any questions.

Sincerely,

BAKER, DONELSON, BEARMAN,  
GALDWELL & BERKOWITZ, PC



Brenda Wolfgang, Legal Assistant

cc: Kristen Corra, Esq.

4846-9572-7263v1  
3000002-201258 08/09/2019

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ( "**Agreement**") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **City of Fayetteville, Arkansas**, a municipal corporation, having a mailing address of 113 W. Mountain Street, Fayetteville, Arkansas 72701 ("**Grantor**") and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("**Grantee**"). The Grantor and Grantee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**".

**WHEREAS**, Grantor is owner of certain real property located on N. Sang Avenue, Fayetteville, Washington County, Arkansas, being more particularly described in **Exhibit A**, attached hereto (the "**Grantor Property**"); and

**WHEREAS**, pursuant to a Lease Agreement between Sassafras Hill Communications, Inc. (the "**Lessor**") and Grantee, or its predecessors in interest, dated March 25, 1988, Grantee leases from Lessor certain property (the "**Leased Premises**"), adjoining the Grantor Property, for the purpose of constructing, maintaining, and operating a telecommunications facility (the "**Facility**"); and

**WHEREAS**, Grantor wishes to grant to Grantee a permanent and non-exclusive easement, extending under, over, through, and across the Grantor Property, for the purposes of accessing the Leased Premises and for installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes to serve the Facility ("**Grantee's Improvements**").

**NOW THEREFORE**, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, Grantor agrees to grant a permanent and non-exclusive easement to Grantee upon the following terms and conditions:

1. **Easement.** Grantor hereby grants to, and for the benefit of, Grantee, its successors and assigns, a perpetual non-exclusive appurtenant easement over, under, across, and through the Grantor Property, as more particularly described and depicted in **Exhibit B** attached hereto and incorporated herein, for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, to and from the Leased Premises to construct, maintain, and operate the Facility, and for the installation and maintenance of Grantee's Improvements (the "**Easement**"). Grantor covenants and agrees that it will not build or install, and will not permit the building or installation of, any

Site Name: Sang AR  
Site Number: 228753

improvements of any kind in or on the Easement during the term of this Agreement. Grantor covenants not to do or permit any act or acts that unreasonably prevent or hinder Grantee's, its successors', agents', or assigns' use of the Easement for the aforementioned purposes.

2. Commencement. The grant of the Easement shall be effective upon the full execution of this Agreement (the "**Commencement Date**").

3. Term. This Agreement shall exist for only so long as Grantee, its successors or assigns, operate the Facility. This Agreement shall terminate automatically upon the removal of Grantee's Improvements from Grantor's Property.

4. Consideration. As full and complete consideration for the Easement, Grantee agrees to pay Grantor a one-time, non-recurring, fee of Thirty-Nine Thousand Twenty Dollars (\$39,020.00), payable within ninety (90) days after the Commencement Date.

5. Assignment and Subletting. Grantee may assign, sublet, or otherwise transfer all or any part of its interest in this Agreement without notice to, or consent of, Grantor.

6. Relocation of Easement. Grantor may request, upon at least 90 days written notice to Grantee, the relocation of any of Grantee's Improvements to another location on the Grantor Property (the "**Relocation**"), provided:

a. The Relocation is similar to Grantee's existing location in size, and is fully compatible for Grantee's use, in Grantee's reasonable determination;

b. Grantor agrees to pay the actual costs incurred by Grantee in relocating any of Grantee's Improvements and improving the Relocation so that it is fully compatible for the Grantee's use, in Grantee's reasonable determination;

c. Grantee's use at the Leased Premises is not interrupted or diminished during the Relocation; and

d. The Parties execute a replacement easement in a location agreed upon by both Parties.

Site Name: Sang AR  
Site Number: 228753

7. Termination. At Grantee's option, Grantee may terminate this Agreement upon thirty (30) days written notice to Grantor for any reason, or no reason.

8. Title. Grantor represents and warrants to Grantee that Grantor has good and marketable title to the Grantor's Property, and may legally grant the Easement to Grantee.

9. Maintenance. Grantee shall maintain the Easement in a condition suitable for its use for the installation and maintenance of Grantee's Improvements, but not otherwise. During the term of this Agreement, Grantor will not give, grant, or convey any interest in, or license or permission to use, the Easement not already existing on the date of this Agreement, as such interests or uses may materially adversely affect or interfere with Grantee's use of the Easement. After completion of the installation of Grantee's Improvements, Grantee, at its expense, will restore the surface of the Easement to a condition reasonably similar to its condition prior to the installation of Grantee's Improvements. If the Easement is damaged or obstructed for any reason so as to render all or any part of the Easement substantially unusable for Grantee's intended use, then in addition to any other remedies that Grantee may have, at law or in equity, Grantee may terminate this Agreement, at Grantee's option, without further obligation from Grantee to Grantor.

10. Character of Easement. The covenants and provisions contained in this Agreement are made as an appurtenance for the benefit of the Leased Premises, create an equitable servitude upon the Grantor Property, and are covenants running with the land.

11. Miscellaneous.

a. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Grantor and Grantee. Any amendments to this Agreement must be in writing and executed by Grantor and Grantee.

b. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Site Name: Sang AR  
Site Number: 228753

c. Due Authorization. Each Party hereby represents and warrants to the other that the person executing this Agreement on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Agreement on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

d. Binding Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the Parties.

e. Governing Law. This Agreement shall be governed by the laws of the State of Arkansas.

*[Balance of page intentionally left blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**GRANTOR:**

**City of Fayetteville, Arkansas**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By:  \_\_\_\_\_

Jason Leiker  
Director - Network Field Engineering

Date: 8-8-19

Site Name: Sang AR  
Site Number: 228753



## EXHIBIT A

### Grantor's Property

Property located in Washington County, AR

The following described land, situate in Washington County, State of Arkansas, to-wit:

Beginning at a point which is 594.0 feet North of the SE corner of the SW 1/4 of the NW 1/4 of Sec. 17, T 16 N, R 30 W in Washington County, Arkansas; said point being on the East line of said SW 1/4 of the NW 1/4; thence West and parallel to the South line of said SW 1/4 of the NW 1/4 of said Sec. 17, 266.8 feet more or less; thence South parallel to the East line of said SW 1/4 of the NW 1/4 105 feet; thence West and parallel to the South line of said SW 1/4 of the NW 1/4 270 feet; thence North and parallel to the East line of the SW 1/4 of the NW 1/4 270 feet; thence East and parallel to the South line of the SW 1/4 of the NW 1/4 270 feet; thence South and parallel to the East line of said SW 1/4 of the NW 1/4 115 feet; thence East and parallel to the South line of the SW 1/4 of the NW 1/4 266.8 feet, more or less to a point on the East line of said SW 1/4 of the NW 1/4 of Section 17; thence South along the East line of said SW 1/4 of the NW 1/4 50 feet to the point of beginning, and containing 1.98 acres, more or less.

AND BEING the same property conveyed to City of Fayetteville, Arkansas, a municipal corporation from Evangeline Pratt Archer (being one and the same person as Evangeline Pratt), one of the devisees under the Last Will and Testament of C. L. Pratt, deceased by Warranty Deed dated May 05, 1959 and recorded May 05, 1959 in Deed Book 520, Page 199.

Tax Parcel No. 765-14547-000 and 765-14547-001

Site Name: Sang AR  
Site Number: 228753

## EXHIBIT B

### Proposed 15' Wide Grantee Easement

*See Description Below and Attached Site Sketch*

A 15-ft. wide permanent easement described as follows: Beginning at a point that is 594 ft. North of the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 17, Township 16 North, Range 30 West, said point being on the East line of said 40-acre tract, and running thence West 266.80 feet; thence North 15.00 feet; thence East 266.80 feet; thence South 15.00 feet to the Point of Beginning.

AND BEING a portion of the same property conveyed to the City of Fayetteville, Arkansas, a municipal corporation from Evangeline Pratt Archer (being one and the same person as Evangeline Pratt), one of the devisees under the Last Will and Testament of C. L. Pratt, deceased, by Warranty Deed dated May 5, 1959 and recorded May 5, 1959 in Deed Book 520, Page 199.

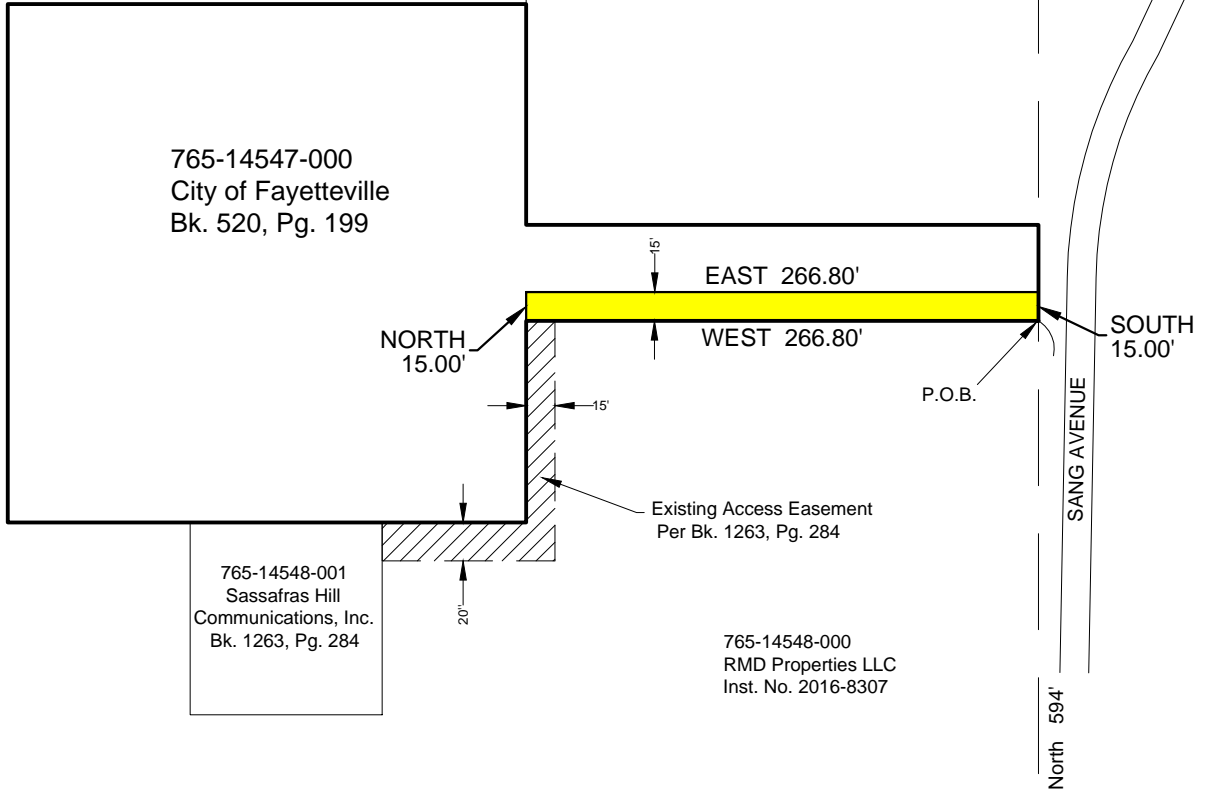
Site Name: Sang AR  
Site Number: 228753

4810-8545-1913v7

765-14548-000  
RMD Properties LLC  
Inst. No. 2016-8307

765-14548-004  
RMD Properties LLC  
Inst. No. 2016-36444

Scale: 1" = 100'



P.O.C.  
SE Corner  
SW 1/4, NW 1/4  
Section 17  
T-16-N, R-30-W

 PROP. 15' WIDE  
GRANTEE EASEMENT  
- 4,002 Sq. Ft.

EXHIBIT  
JUN. 2019

EASEMENT FOR  
CELLCO PARTNERSHIP  
d/b/a VERIZON WIRELESS

This Instrument Was Prepared By  
and When Recorded Mail to:  
Kristen Corra, Esq.  
Baker, Donelson, Bearman,  
Caldwell & Berkowitz, PC  
211 Commerce, Suite 800  
Nashville, TN 37201

### MEMORANDUM OF EASEMENT AGREEMENT

This Memorandum of Easement Agreement (this "**Memorandum**"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Fayetteville, Arkansas**, a municipal corporation, having a mailing address of 113 W. Mountain Street, Fayetteville, Arkansas 72701 ("**Grantor**"), and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Grantee**").

#### RECITALS:

**WHEREAS**, Grantor is the owner of certain real property located on N. Sang Avenue, Fayetteville, Washington County, Arkansas, which is further described in Deed Book 520, Page 199, as recorded in the Office of the Circuit Clerk of Washington County, Arkansas, and in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Grantor Property**"); and

**WHEREAS**, pursuant to a Lease Agreement between Sassafras Hill Communications, Inc. (the "**Lessor**") and Grantee, or its predecessors in interest, dated March 25, 1988, Grantee leases from Lessor certain property (the "**Leased Premises**"), adjoining the Grantor Property, for the purpose of constructing, maintaining and operating a telecommunications facility (the "**Facility**"); and

**WHEREAS**, Grantor has granted to Grantee a permanent and non-exclusive easement, extending under, over, through, and across the Grantor Property pursuant to that certain Easement Agreement dated \_\_\_\_\_ (the "**Agreement**"), for the purposes of accessing the Leased Premises, and for installation and maintenance of utility wires, fiber, poles, cables, conduits, and pipes to serve the Facility ("**Grantee's Improvements**"); and

**WHEREAS**, Grantor and Grantee desire to file this Memorandum of record in the Office of the Circuit Clerk of Washington County, Arkansas, in order to provide record notice to third parties of Grantee's rights and interest in and to a portion of Grantor's Property.

**NOW THEREFORE**, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which Grantor and Grantee hereby acknowledge, Grantor agrees to grant a permanent and non-exclusive easement to Grantee upon the following terms and conditions:

1. Grantor grants to Grantee, its successors and assigns, a perpetual appurtenant easement over, under, through, and across the Grantor Property, as described in **Exhibit B**, attached hereto and incorporated herein, for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks to and from the Leased Premises to construct, maintain, and operate the Facility, and for the installation and maintenance of Grantee's Improvements (the "**Easement**"). The grant of the Easement shall be effective as set out in the Agreement (the "**Commencement Date**").

2. The covenants and provisions contained in the Agreement are made as an appurtenance for the benefit of the Leased Premises, and will create an equitable servitude upon the Grantor Property, and are covenants running with the land.

3. This Memorandum contains only selected provisions of the Agreement and reference is made to the full text of the Agreement for the full terms and conditions. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Agreement.

*[Balance of page intentionally left blank]*

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum effective as of the day and year first above written.

**GRANTOR:**

**City of Fayetteville, Arkansas**

ATTEST:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Jason Leiker  
Director - Network Field Engineering

*[Notary Acknowledgements on following page]*

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

Before me, the undersigned officer, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged himself/herself to be the \_\_\_\_\_ of City of Fayetteville, and affirmed that, being duly authorized, he/she executed the foregoing instrument on behalf of City of Fayetteville for the purposes therein contained.

Witness my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

[SEAL]

STATE OF Texas )  
COUNTY OF Harris )

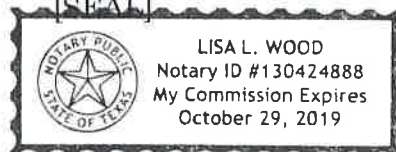
Before me, the undersigned Notary Public, personally appeared Jason Leiker, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged himself to be the Director - Network Field Engineering of Cellco Partnership d/b/a Verizon Wireless, and affirmed that, being duly authorized, he executed the foregoing instrument on behalf of Cellco Partnership d/b/a Verizon Wireless for the purposes therein contained.

Witness my hand and seal, this 8 day of August, 2019

Lisa L. Wood  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 10/29/19

[SEAL]



**Exhibit A**

**Grantor's Property**

Property located in Washington, AR

The following described land, situate in Washington County, State of Arkansas, to-wit:

Beginning at a point which is 594.0 feet North of the SE corner of the SW 1/4 of the NW 1/4 of Sec. 17, T 16 N, R 30 W in Washington County, Arkansas; said point being on the East line of said SW 1/4 of the NW 1/4; thence West and parallel to the South line of said SW 1/4 of the NW 1/4 of said Sec. 17, 266.8 feet more or less; thence South parallel to the East line of said SW 1/4 of the NW 1/4 105 feet; thence West and parallel to the South line of said SW 1/4 of the NW 1/4 270 feet; thence North and parallel to the East line of the SW 1/4 of the NW 1/4 270 feet; thence East and parallel to the South line of the SW 1/4 of the NW 1/4 270 feet; thence South and parallel to the East line of said SW 1/4 of the NW 1/4 115 feet; thence East and parallel to the South line of the SW 1/4 of the NW 1/4 266. 8 feet, more or less to a point on the East line of said SW 1/4 of the NW 1/4 of Section 17; thence South along the East line of said SW 1/4 of the NW 1/4 50 feet to the point of beginning, and containing 1.98 acres, more or less.

AND BEING the same property conveyed to City of Fayetteville, Arkansas, a municipal corporation from Evangeline Pratt Archer (being one and the same person as Evangeline Pratt), one of the devisees under the Last Will and Testament of C. L. Pratt, deceased by Warranty Deed dated May 05, 1959 and recorded May 05, 1959 in Deed Book 520, Page 199.

Tax Parcel No. 765-14547-000 and 765-14547-001



## Exhibit B

### **Proposed 15' Wide Grantee Easement**

A 15-foot permanent easement described as follows: beginning at a point which is 594 feet North of the SE corner of the SW¼ of the NW¼ of Section 17, Township 16 North, Range 30 West, said point being on the East line of said 40-acre tract and running thence West 266.80 feet; thence North 15.00 feet; thence East 266.80 feet; thence South 15.00 feet to the Point of Beginning.

AND BEING a portion of the same property conveyed to City of Fayetteville, Arkansas, a municipal corporation from Evangeline Pratt Archer (being one and the same person as Evangeline Pratt), one of the devisees under the Last Will and Testament of C. L. Pratt, deceased by Warranty Deed dated May 05, 1959 and recorded May 05, 1959 in Deed Book 520, Page 199.

## FIBER OPTICS EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto **Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless by Cellco Partnership, its General Partner**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement for the purpose of construction, maintenance, repair and/or replacement, enlargement and operations telephone, fiber optic cable(s) and equipment, and appurtenances thereto, on over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed Ref. 520-199)

Beginning at a point which is 594.0 feet North of the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Sec. 17, T16N, R30W in Washington County, Arkansas; said point being on the East line of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$ ; thence West and parallel to the South line of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Sec. 17, 266.8 feet more or less; thence South parallel to the East line of SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  105 feet; thence West and parallel to the South line of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  270 feet; thence North and parallel to the East line of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  270 feet; thence East and parallel to the South line of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  270 feet; thence South and parallel to the East line of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  115 feet; thence East and parallel to the South line of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  266.8 feet, more or less to a point on the East line of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 17; thence South along the East line of said SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  50 feet to the point of beginning, and containing 1.98 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

A 15-foot permanent easement described as follows: beginning at a point which is 594 feet North of the SE corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 17, Township 16 North, Range 30 West, said point being on the East line of said 40-acre tract and running thence West 266.80 feet; thence North 15.00 feet; thence East 266.80 feet; thence South 15.00 feet to the Point of Beginning

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, until the use of said permanent easement is relinquished, abandoned or vacated and so long as such pipe line or lines, electrical power, telephone and/or television lines or cables, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first herein above described for the uses and purposes herein above set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, lines and/or cables where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipe lines, electric power lines, telephone and/or television lines or cables upon the above described easement at any time in the future and agrees to pay any damages because of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF FAYETTEVILLE, ARKANSAS  
A Municipal Corporation**

By:

ATTEST:

\_\_\_\_\_  
Lioneld Jordan, Mayor

\_\_\_\_\_  
Sondra Smith, City Clerk

[SEAL]

**ACKNOWLEDGMENT**

STATE OF ARKANSAS

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ss.

COUNTY OF

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk**, respectively, of the **City of Fayetteville, Arkansas, a Municipal Corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said City of Fayetteville, Arkansas, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MY COMMISSION EXPIRES:

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

\_\_\_\_\_