## 96 48557

## NON-EXCLUSIVE UTILITY AND DRAINAGE EASEMENT

FILED AND RECORDED

96 JUL -9 RM 1: 39

CIRCUIT COMMENTS AT EX.

## KNOW ALL MEN BY THESE PRESENTS:

THAT, WE, Winrock Development Company, P.O. Box 8080, Little Rock, Arkansas 72203, hereinafter referred to as Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) cash to us in hand paid by the City of Little Rock, and other good valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the CITY OF LITTLE ROCK, ARKANSAS, for the use and benefit of the CITY OF LITTLE ROCK, hereinafter referred to as Grantee, and unto its successors and assigns forever, a perpetual, non-exclusive underground right, privilege, and easement for the purpose of (1) laying, construction, operating, maintaining, repairing, replacing, reconstructing, testing, inspecting, and adding utility mains and sewer lines, whether one or more, and appurtenances thereto, now and at different times in the future; (2) keeping the easement clear of all buildings; and (3) having the right, of free ingress and egress across adjacent land of the Grantor to the lands more particularly described below.

The easement herein conveyed is situated in Pulaski County, Arkansas, more particularly described as follows:

A ten-foot (10') wide utility and drainage easement located on the common lot line between Lots 727 and 728, St. Charles Addition to Little Rock, Pulaski County, Arkansas, and lying five (5) feet on each side of the following described centerline:

Beginning at the Southeast corner of said Lot 727; thence North 08°37'50" East along said centerline or said common lot line 124.10 feet to the POINT OF TERMINATION of said centerline.

Grantor, at the risk of Grantor, reserves the right to otherwise use the easement for purposes not prohibited herein so long as such does not reasonably conflict or interfere with the Grantee's use of the easement in any way. Grantee shall be liable for all damages resulting from its exercise of said right of ingress and egress across Grantor's land adjacent to said easement.

Grantor shall have the absolute right, at any time, at its sole cost and expense, to have Grantee relocate and reinstall any such Facilities in a like manner and thereupon grant a easement in lieu of the easement herein granted. Upon the delivery of any such relocated easement, all right of the Grantee hereunder shall cease, determine and terminate. The Grantor, for itself and its successors in title, shall have successive right of relocation and termination.

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Lots 718-750 751A, 751B Tract R 769-270 269 To have and to hold said easement, rights and privileges unto said Grantee, its successors and assigns, forever, for the purposes aforesaid.

And said Grantor covenants with said Grantee, its successors and assigns that Grantor will forever warrant and defend the title to said easement and rights against the claims of all persons whomsoever and that said Grantee, its successors and assigns, shall have at all time the quiet use and enjoyment of said easement and rights.

| IN V<br>on the      | WITNESS WHEREOF                              | f, the undersign<br>day of        | ned have caused t                      | this instrument to be executed, 19 <i>96</i> .  |    |
|---------------------|--|-----------------------------------|--|---|----|
| Attest 1            | y<br>Lethet - Si                             | Denotary By:                      | ^                                      | evelopment Company  Whene President   |    |
| /                   | /  | /                                 |  |   |    |
| STATE OF            | ARKANSAS)                                    |                                   |  |   |    |
| COUNTY              | )ss.<br>OF PULASKI)                          |                                   |  |   |    |
| BE IT REM           | MEMBERED, that on the for the County and Sta | his day came b<br>te aforesaid, d | efore me, the unuly commissione        | dersigned, a Notary Public d and acting,  |    |
|                     | ged that they each had and set forth.        | e well known a executed the sa    | s the Grantors in<br>nme for the consi | the foregoing instrument, and deration and purposes therein   |    |
| WI7<br>19 <u>96</u> | ΓNESS my hand and so                         | eal as such Not                   | tary Public on thi                     | is 8th day of JULY  | _, |
|                     |  |                                   | Notary Publ                            | n & Jahrson   |    |
|                     | ission Expires:                              | <i>'</i>                          | Notary Publ                            | OFFICIAL SEAL LAURAN G. JOHNSON NOTARY PUBLIC - ARKANSAS FAULKNER COUNTY My Commission Expires - FEB. 1, 2004 |    |