

96 48557

**NON-EXCLUSIVE UTILITY AND DRAINAGE  
EASEMENT**

FILED AND RECORDED

96 JUL -9 PM 1:39

*M*  
SARAH L. WATSON  
CIRCUIT COUNTY CLERK

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.

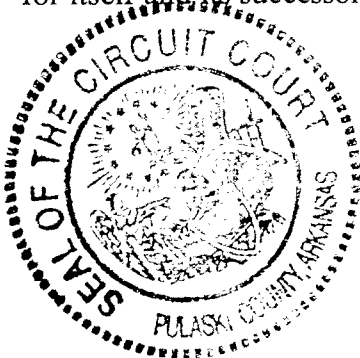
The easement herein conveyed is situated in Pulaski County, Arkansas, more particularly described as follows:

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.



Lots 718-750  
751A, 751B  
Tract R  
~~718-750~~-270  
269

