

CITY OF BRYANT
RESOLUTION No. 2011 - 7

**A RESOLUTION AUTHORIZING THE
MAYOR TO ACCEPT PERMANENT AND TEMPORARY EASEMENTS
FOR TRACTS B AND C OF FOREST COVE SUBDIVISION, PHASE I AND PART OF
THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 1 SOUTH, RANGE 14 WEST, SALINE COUNTY, ARKANSAS**

WHEREAS, the City of Bryant, Arkansas desires to accept the property described as follows for constructing, altering, extending, relocating, maintaining, and using public storm drainage facilities:

See Easement Descriptions on pages 3 and 4 of Exhibit 1 attached hereto.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRYANT, ARKANSAS THAT:

Section 1. The Mayor and City Clerk are hereby authorized by the City Council for the City of Bryant, Arkansas to accept the permanent and temporary easements described above, and as more fully described in Exhibit 1 hereto.

Section 2. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the resolution.

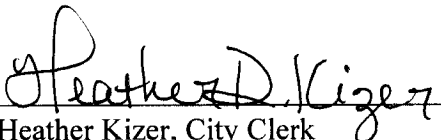
Section 3. All resolutions and other matters in conflict with this resolution are hereby repealed to the extent of any consistency.

PASSED AND APPROVED this 24th day of February, 2011.

ATTEST:



Mayor Jill Dabbs



Heather Kizer, City Clerk

STORM DRAINAGE EASEMENT

THIS CONVEYANCE is made on this _____ day of _____, 2011, by and between NASSAU DEVELOPMENT, INC, its heirs, executors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantor, and CITY OF BRYANT, ARKANSAS, a Municipal Corporation of the State of Arkansas, its successors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantee.

IN CONSIDERATION of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee a perpetual easement for the purposes of constructing, altering, extending, relocating, maintaining, and using public storm drainage facilities, including, but not limited to, storm sewers, drainage channels, tributary connections, and other appurtenances thereto in any part of said Storm Drainage Easement, over, under and through the following described real estate lying and situated in the County of Saline, State of Arkansas, to-wit:

SEE **EXHIBIT "A"** ATTACHED HERETO
AND INCORPORATED HEREIN BY
THIS REFERENCE

THIS STORM DRAINAGE EASEMENT is executed, delivered, and granted upon the following conditions and considerations:

1. Grantor understands and agrees the storm drainage facilities authorized hereunder shall be, in every respect, managed by Grantee as a public improvement as if laid in one of the dedicated streets of the City of Bryant, Arkansas. Grantor and Grantee further agree this Easement shall be subject to regulation and management by the City of Bryant, Arkansas and the right of the City, in its sole discretion, to demand the future relocation of any utility to be constructed and maintained in the future within this Easement, with the cost of such relocation to be paid by the utility.
2. The rights granted herein shall not be construed to interfere with or restrict Grantor from the use of the described real estate with respect to the construction and maintenance of property improvements within this Easement so long as the same are so constructed as not to impair the strength or interfere with the use and maintenance of said storm drainage facilities.
3. Grantee, its employees and agents, shall have the right of ingress and egress at all times to enter upon the described real estate for the purposes herein described, using such reasonable route across Grantor's remaining real estate as Grantor may designate.
4. Grantor hereby waives and releases Grantee, its employees and agents, from any and all claims for damage, known and unknown, foreseen and unforeseen, arising by reason of the use of the described real estate for the purposes herein described; provided, Grantee shall restore any disturbed property to Grantor to a neat and presentable condition. All such restoration shall be completed as soon as reasonably practicable.
5. This Easement shall apply to all interests in the described real estate, now owned or hereafter acquired or assigned by Grantor or Grantee; this covenant to run with the land.



IN WITNESS WHEREOF, Grantor has signed this conveyance on the day and year first above written.

NASSAU DEVELOPMENT, INC.

TITLE

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF SALINE)

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2011, by _____ of Nassau Development, Inc.

Notary Public

My Appointment Expires

EXHIBIT "A"

PARCEL NUMBER(S): Tracts B and C of Forest Cove Subdivision, Phase I (Deed Book 378, page 47) and PT. NE/4 SW/4, SECTION 21, T-1S, R-14W (Deed Book 372, Page 121) (TAX ID 840-05099-002, 840-05099-003, and 840-12076-002)

SITUS ADDRESS: Forest Drive & Highway 5 North, Bryant AR 72022

OWNER: Nassau Development, Inc.
5510 Hawthorne Road
Little Rock, AR 72207-3733

EASEMENT DESCRIPTION:

Permanent Easement and Temporary Construction Easement for:
Tracts B and C of Forest Cove Subdivision, Phase I
Nassau Development, Inc. (TAX ID 840-05099-002 and 840-05099-003)

That portion of Tracts B and C, Forest Cove Subdivision, Phase I, City of Bryant, Saline County, Arkansas per plat filed in Deed Book 378 at page 47 of the Records of the Saline County Circuit Clerk and being more particularly described as follows: The East 60 feet of said Tracts B & C, containing in this Permanent Easement 10,169 square feet (0.233 acre, more or less).

TOGETHER WITH:

A Temporary Construction Easement being remainder of said Tracts B and C, coincident with the Westerly line of the aforesaid Permanent Easement and containing in this Temporary Construction Easement 5,600 square feet (0.129 acre, more or less). Said Temporary Construction Easement to exist temporarily for a period of time for the construction of the storm drainage facilities.

Permanent Easement and Temporary Construction Easement for:
Part of the Northeast Quarter of the Southwest Quarter of Section 21, Township 1 South, Range 14 West, Saline County, Arkansas
Nassau Development, Inc. (TAX ID 840-12076-002)

A Permanent Easement consisting of a 40 foot wide strip across a portion of the Northeast Quarter of the Southwest Quarter of Section 21, Township 1 South, Range 14 West, Saline County, Arkansas being more particularly described as follows: Commencing at the NE corner of said Northeast Quarter of the Southwest Quarter; Thence S00°21'09"W, along the East line of said Northeast Quarter of the Southwest Quarter, for 202.18 feet; Thence N89°38'56"W for 87.46 feet to the Point of Beginning of the Centerline of said 40 foot wide Permanent Easement and a point on the Westerly Right of Way line of Forest Drive; Thence along and 20 feet EACH side of the following described centerline: S58°03'37"W for 402.66 feet to the Point of Termination of said 40 foot wide Permanent Easement centerline, containing in this Permanent Easement 16,094 square feet (0.369 acre, more or less).

TOGETHER WITH:

A 7 foot wide Temporary Construction Easement being coincident with the Northerly line of the aforesaid Permanent Easement and containing in this Temporary Construction Easement 2,717 square feet (0.062 acre, more or less).

AND TOGETHER WITH:

A Temporary Construction Easement lying between and coincident with the Southerly line of the aforesaid Permanent Easement AND the Northerly Right of Way line of Arkansas Highway No. 5 per Job #175 (R/W Plans and Deeds) of 1929, containing in this Temporary Construction Easement 16,632 square feet (0.382 acre, more or less).

Said Temporary Construction Easements to exist temporarily for a period of time for the construction of the storm drainage facilities.