

CITY OF BRYANT
RESOLUTION No. 2011 - 8

**A RESOLUTION AUTHORIZING THE
MAYOR TO ACCEPT PERMANENT AND TEMPORARY EASEMENTS
FOR PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST 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:

A Permanent Easement consisting of a triangular portion of the Northwest Quarter of the Southeast Quarter of Section 21, Township 1 South, Range 14 West, Saline County, Arkansas and being more particularly described as follows: Beginning at the NW corner of said Northwest Quarter of the Southeast Quarter; Thence S89°10'37"E, along the North line of said Northwest Quarter of the Southeast Quarter, for 50 feet; Thence S32°25'W for 94.3 feet to the West line of said Northwest Quarter of the Southeast Quarter; Thence N00°21'09"E, along said West line, for 80.3 feet to the Point of Beginning, containing in this Permanent Easement 2,008 square feet (0.046 acre, more or less).

TOGETHER WITH:

A 15 foot wide Temporary Construction Easement being coincident with the Southeasterly line of the aforesaid Permanent Easement AND a 15 foot wide Temporary Construction Easement being coincident with the West line of said Northwest Quarter of the Southeast Quarter lying Northerly of the Northerly Right of Way line of Arkansas State Highway No. 5, containing in these Temporary Construction Easements 3,408 square feet (0.078 acre, more or less). Said Temporary Construction Easement to exist temporarily for a period of time for the construction of the storm drainage facilities.

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.

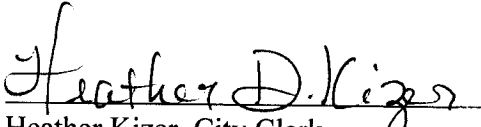
Section 3. All resolutions and other matters in conflict with this resolution are hereby repealed to the extent of any consistency.

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

ATTEST:



Mayor Jill Dabbs



Heather Kizer, City Clerk

STORM DRAINAGE EASEMENT

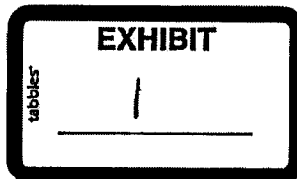
THIS CONVEYANCE is made on this _____ day of _____, 2011, by and between PANSY L. McCLAIN, her heirs, executors, administrators, and assigns, all of which are hereinafter collectively referred to as Grantor, and CITY OF BRYANT, ARKANSAS, a Municipal Corporation of the State of Arkansas, its successors,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

PANSY L. McCLAIN

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF SALINE)

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2011, by Pansy L. McClain.

Notary Public

My Appointment Expires

EXHIBIT "A"

PARCEL NUMBER(S): PT. NW/4 SE/4, SECTION 21, T-1S, R-14W (TAX ID 840-12109-000)
SITUS ADDRESS: 4715 Highway 5 North, Bryant AR 72022-7004
OWNER: Jesse E. McClain & Wife
Pansy L. McClain

EASEMENT DESCRIPTION:

Permanent Easement and Temporary Construction Easement for:
Part of the Northwest Quarter of the Southeast Quarter of Section 21, Township 1 South, Range 14 West, Saline County, Arkansas

Pansy L. McClain (Tax ID 840-12109-000)

A Permanent Easement consisting of a triangular portion of the Northwest Quarter of the Southeast Quarter of Section 21, Township 1 South, Range 14 West, Saline County, Arkansas and being more particularly described as follows: Beginning at the NW corner of said Northwest Quarter of the Southeast Quarter; Thence S89°10'37"E, along the North line of said Northwest Quarter of the Southeast Quarter, for 50 feet; Thence S32°25'W for 94.3 feet to the West line of said Northwest Quarter of the Southeast Quarter; Thence N00°21'09"E, along said West line, for 80.3 feet to the Point of Beginning, containing in this Permanent Easement 2,008 square feet (0.046 acre, more or less).

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