**Sewer Pipeline Easement**

KNOW ALL MEN BY THESE PRESENTS:

That **Thomas D.B. Collins, LTD**(hereinafter "GRANTOR"), for and in consideration of the sum of One Dollar ($30,000.00) and other good and valuable consideration in hand paid by the **Oltmans Development, LLC** (hereinafter "GRANTEE"), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto GRANTEE and its successors and assigns a permanent easement being **Ten (10) feet**, which Easement is for the purpose of laying, constructing, operating, repairing, replacing, testing, inspecting and maintaining the sewer lines and related or unrelated appurtenances over and upon the following described land. also, a temporary construction easement adjacent and parallel to the boundary of the permanent easement on the south side with a total width of FIVE (5) feet, for the purposes of permitting the GRANTEE to remove timber and obstructions, make excavations, store excavated materials, tools, supplies, equipment and provide working space in the construction of the said sewer lines described above, lying in **Saline County, Arkansas**:

**BEING DESCRIBED AS THE NORTH 10 FEET OF LAND DESCRIBED IN SALINE COUNTY COURTHOUSE INSTRUMENT #** 2018-006759

Related thereto, GRANTORS and their heirs, successors and/or assigns do hereby covenant and agree to permit and allow GRANTEE and its successors and assigns reasonable ingress and egress access rights to and across that portion of the Real Property as shall be reasonably designated by GRANTORS and their heirs, successors and/or assigns for the purpose of constructing, operating and maintaining the water and sewer line and related or unrelated appurtenances, it being understood that this covenant shall run with and bind the Real Property.

TO HAVE AND TO HOLD the same unto GRANTEE and unto GRANTEE'S successors and assigns, as the case may be, forever.

The GRANTORS do hereby covenant with the GRANTEE that they are lawfully seized and possessed of the Real Property above described and that they have a good and lawful right to convey the same or any part thereof.

GRANTORS, and each of them, do, for the consideration stated above, hereby release and relinquish unto GRANTEE any and all rights of dower, curtesy and homestead in and to said land which GRANTORS might have that are inconsistent with the easement herein above granted, but only to the extent necessary to permit the reasonable enjoyment of said easement.

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 promptly restore any disturbed property of the GRANTOR tract affected by such work to substantially the same condition as before such work. All such restoration shall be completed as

soon as reasonably practicable following utility work within the easement.

WITNESS my hand and seal this _____ day of _____, 2022.

Grantors

By: _____
Thomas D.B. Collins, LTD

_____

STATE OF ARKANSAS )
)ss
COUNTY OF SALINE )

ACKNOWLEDGMENT

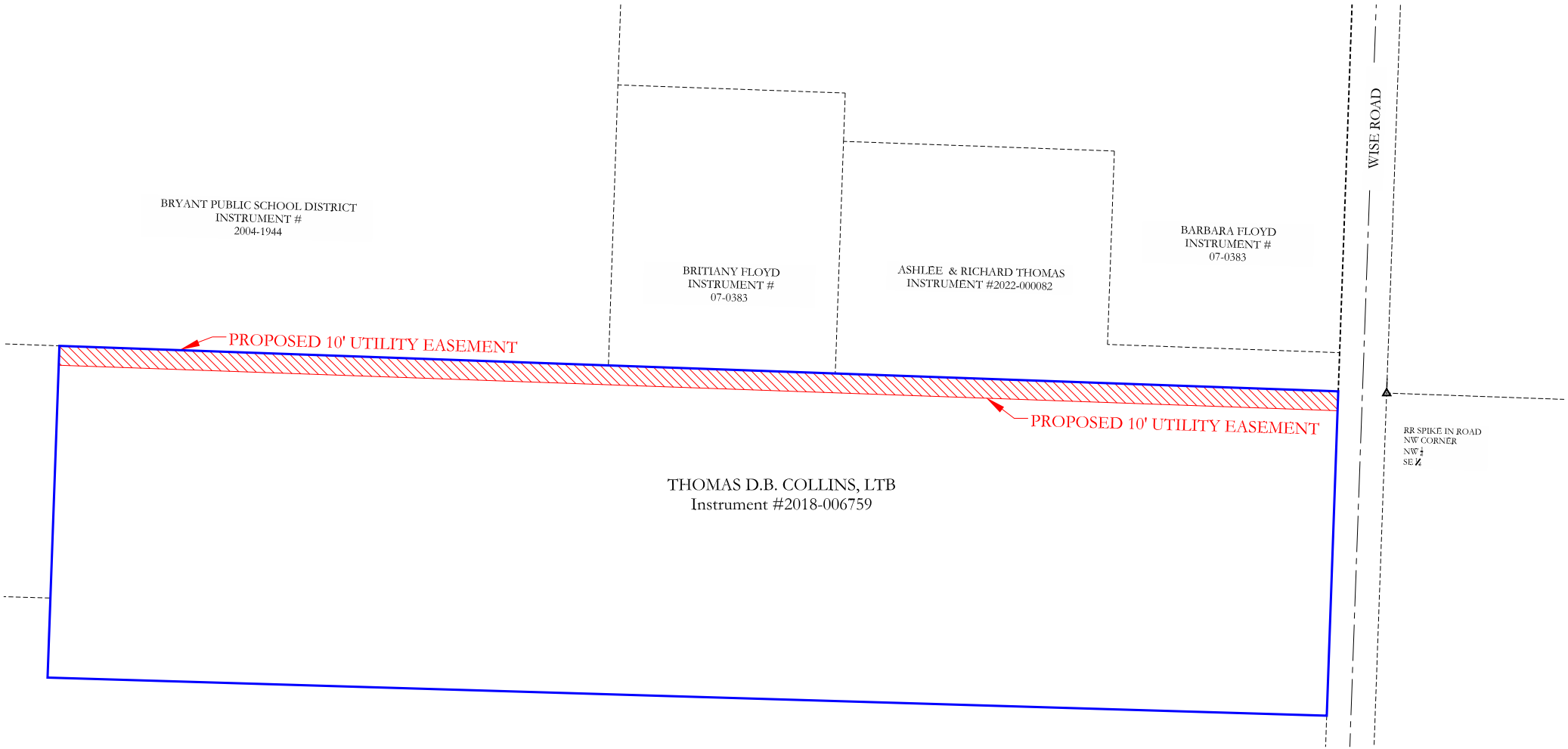
On this day personally appeared before the undersigned, a Notary Public within and for the county and state aforesaid, duly qualified, commissioned and acting, the person who has executed the document to which this acknowledgment is attached, to me well known as the person executing the foregoing instrument, and stated that he/she had executed the same for the consideration and purposes therein mentioned and set forth.

SUBSCRIBED AND SWORN to and before me, a Notary Public, on this ___ day of _____, 2022

_____
Notary Public

My Commission Expires: _____

(SEAL)


BRYANT PUBLIC SCHOOL DISTRICT
INSTRUMENT #
2004-1944
BRITIANY FLOYD
INSTRUMENT #
07-0383
ASHLEE & RICHARD THOMAS
INSTRUMENT #2022-000082
BARBARA FLOYD
INSTRUMENT #
07-0383
WISE ROAD
PROPOSED 10' UTILITY EASEMENT
PROPOSED 10' UTILITY EASEMENT
RR SPIKE IN ROAD
NW CORNER
NW¼
SE¼
THOMAS D.B. COLLINS, LTB
Instrument #2018-006759

**Sewer Pipeline Easement**

KNOW ALL MEN BY THESE PRESENTS:

That Bryant Public School District (hereinafter "GRANTOR"), for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid by the **Oltmans Developments, LLC** (hereinafter "GRANTEE"), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto GRANTEE and its successors and assigns a permanent easement being **Ten (10) feet**, which Easement is for the purpose of laying, constructing, operating, repairing, replacing, testing, inspecting and maintaining the sewer lines and related or unrelated appurtenances over and upon the following described land. also, a temporary construction easement adjacent and parallel to the north boundary of the permanent easement with a total width of **FIVE (5) feet**, for the purposes of permitting the GRANTEE to remove timber and obstructions, make excavations, store excavated materials, tools, supplies, equipment and provide working space in the construction of the said sewer lines described above, lying in **Saline County, Arkansas**:

PROPERTY DESCRIPTION (DEED 2004-1944)

A 10' WIDE EASEMENT, ACROSS PART OF THE NE QUARTER OF THE NE QUARTER OF SECTION 7, TOWNSHIP 1S, RANGE 14W MORE PARTICULARLY DESCRIBED AS FOLLOWS: 10 (TEN) FEET EAST AND NORTH OF THE EXISTING SEWER EASEMENT LOCATED ON THE SOUTH LINE OF THE GRANTORS PROPERTY DESRIBED IN BOOK 2017 PAGE 003582 FILED IN SALINE COUNTY, ARKANSAS

Related thereto, GRANTORS and their heirs, successors and/or assigns do hereby covenant and agree to permit and allow GRANTEE and its successors and assigns reasonable ingress and egress access rights to and across that portion of the Real Property as shall be reasonably designated by GRANTORS and their heirs, successors and/or assigns for the purpose of constructing, operating and maintaining the water and sewer line and related or unrelated appurtenances, it being understood that this covenant shall run with and bind the Real Property.

TO HAVE AND TO HOLD the same unto GRANTEE and unto GRANTEE'S successors and assigns, as the case may be, forever.

The GRANTORS do hereby covenant with the GRANTEE that they are lawfully seized and possessed of the Real Property above described and that they have a good and lawful right to convey the same or any part thereof.

GRANTORS, and each of them, do, for the consideration stated above, hereby release and relinquish unto GRANTEE any and all rights of dower, curtesy and homestead in and to said land which GRANTORS might have that are inconsistent with the easement herein above granted, but

only to the extent necessary to permit the reasonable enjoyment of said easement.

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 promptly restore any disturbed property of the GRANTOR tract affected by such work to substantially the same condition as before such work. All such restoration shall be completed as soon as reasonably practicable following utility work within the easement.

WITNESS my hand and seal this _____ day of _____, 2022.

Grantors

By: _____
Name

_____
Name

STATE OF ARKANSAS )
)ss
COUNTY OF SALINE )

ACKNOWLEDGMENT

On this day personally appeared before the undersigned, a Notary Public within and for the county and state aforesaid, duly qualified, commissioned and acting, the person who has executed the document to which this acknowledgment is attached, to me well known as the person executing the foregoing instrument, and stated that he/she had executed the same for the consideration and purposes therein mentioned and set forth.

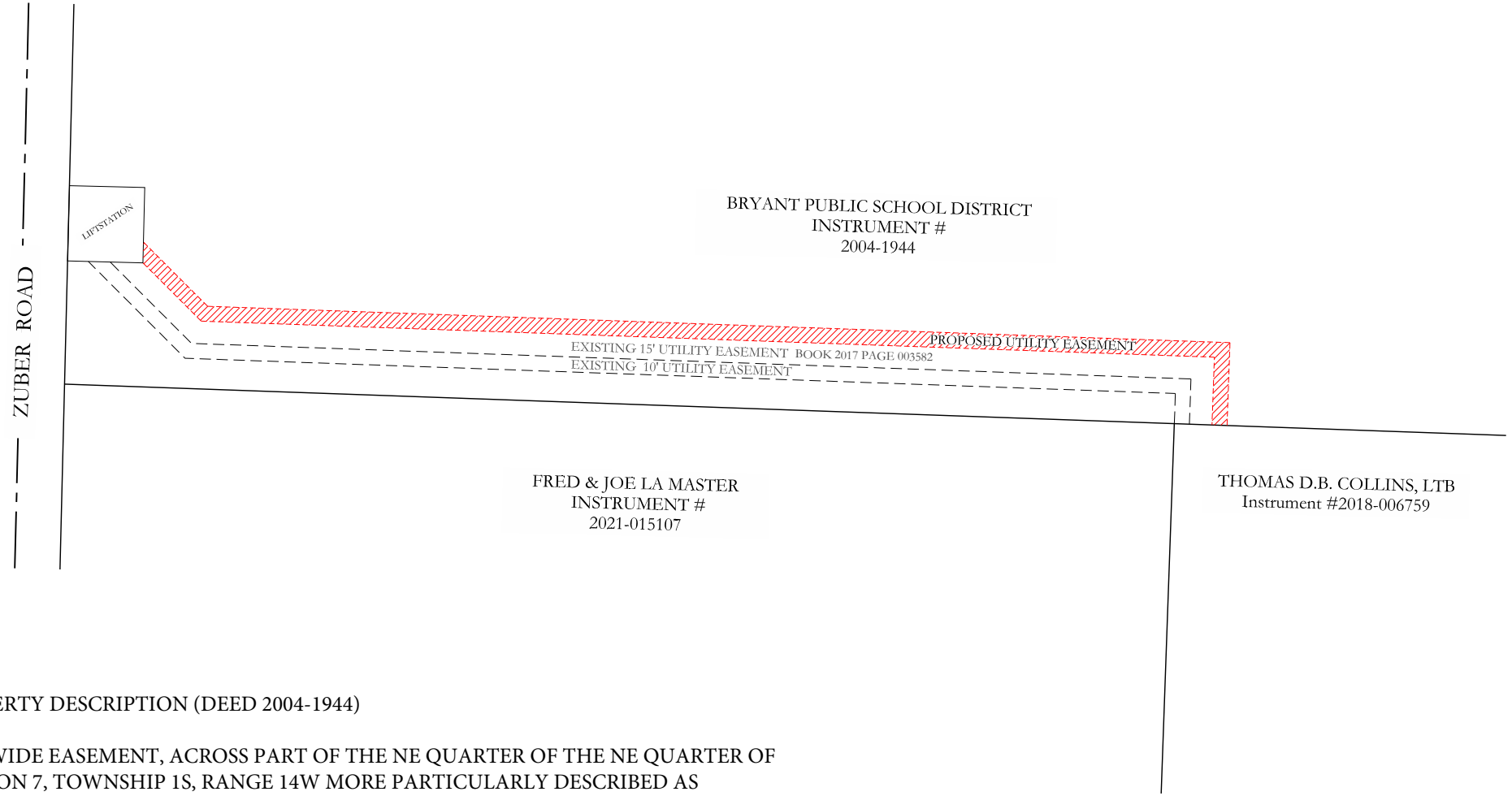
SUBSCRIBED AND SWORN to and before me, a Notary Public, on this ___ day of ____, 2022

_____
Notary Public

My Commission Expires: _____

(SEAL)

# EXHIBIT "A"




PROPERTY DESCRIPTION (DEED 2004-1944)

A 10' WIDE EASEMENT, ACROSS PART OF THE NE QUARTER OF THE NE QUARTER OF SECTION 7, TOWNSHIP 1S, RANGE 14W MORE PARTICULARLY DESCRIBED AS FOLLOWS: 10 (TEN) FEET EAST AND NORTH OF THE EXISTING SEWER EASEMENT LOCATED ON THE SOUTH LINE OF THE GRANTORS PROPERTY DESRIBED IN BOOK 2017 PAGE 003582 FILED IN SALINE COUNTY, ARKANSAS