

**Form 41  
Easement**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (hereinafter called Grantor) for and in consideration of [ONE DOLLAR (\$1.00)], to help construct a \_\_\_\_\_ project and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to \_\_\_\_\_ (hereinafter called Grantee) and its successors or assigns, the following easement and right of way:

An easement and right-of-way to exist perpetually and a construction easement to exist temporarily for a period of time for the initial construction of the \_\_\_\_\_ project, including the right to enter upon the real property hereinafter described for the purpose of doing all acts necessary for construction and any altering, inspecting, repairing and maintaining the lines and \_\_\_\_\_ system and other facilities upon and under the surface of the real estate hereinafter described.

The perpetual easement shall be a strip of land \_\_\_\_\_ feet of uniform width. The temporary construction easement shall be a strip of land of a uniform width of \_\_\_\_\_ feet both of which shall be parallel with and fronting on \_\_\_\_\_ rights of way adjacent to our land, more particularly described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

It is understood by and between GRANTOR and GRANTEE that \_\_\_\_\_, Arkansas, has received Community Development Block Grant Funds through the Arkansas Economic Development Commission and that one of the conditions imposed upon the use of said funds is compliance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, hereinafter referred to as the Uniform Act and the regulations pursuant thereto at 49 CFR 24 and that the landowner will be assured that property disturbed during construction will be put back or replaced in as good or as reasonably good condition as before;

By acceptance of this conveyance of easements and right-of-way, GRANTEE agrees and covenants that it will bury all pipes and lines so that they will not interfere with the natural drainage of the land through which they are laid and when so laid, after restoring, as feasible as possible, the land surface and any fences that it may damage, destroy or move.

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

We, the undersigned, for and in consideration herein above cited, do release and relinquish any rights of dower, curtesy or homestead in and to the above described easement insofar as such rights are affected by these documents.

IN WITNESS WHEREOF, we have hereunto our hand on \_\_\_\_\_(Date).

CORPORATE NAME -- If applicable By\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF ARKANSAS  
COUNTY OF \_\_\_\_\_

SEAL

On this day personally appeared before me the undersigned, a Notary Public, within and for the county aforesaid, duly commissioned and acting; \_\_\_\_\_, who acknowledged that he had executed the foregoing instrument for the purposes and consideration therein mentioned and set forth.

\_\_\_\_\_  
*Notary Public*

My Commission Expires: \_\_\_\_\_

**CORPORATE ACKNOWLEDGMENT**

STATE OF ARKANSAS  
COUNTY OF \_\_\_\_\_

SEAL

On this day personally appeared before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting; \_\_\_\_\_ and \_\_\_\_\_ to me well known as the \_\_\_\_\_ and \_\_\_\_\_ and acknowledge that they, upon proper resolution of the Board of Directors of said corporation had executed the foregoing easement for the purposes and consideration therein mentioned and set forth.

\_\_\_\_\_  
*Notary Public*

My Commission Expires: \_\_\_\_\_