



ARKANSAS POWER & LIGHT COMPANY RIGHT OF WAY PERMIT

358 254

KNOW ALL MEN BY THESE PRESENTS: That we, Dierks Lumber & Coal Company, a corporation

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XXXXXX, hereinafter called grantor, for and in consideration of the sum of One Thousand Two Hundred Sixty -- Dollars, and other good and valuable considerations, to us each in hand paid, the receipt whereof is hereby acknowledged, do hereby grant and convey unto ARKANSAS POWER & LIGHT COMPANY, an Arkansas corporation, hereinafter called grantee, and unto its successors and assigns, the right, privilege and easement to build and maintain over, upon and across the land hereinafter described a double line of poles with necessary guy and supports upon which may be strung wires and cables for the transmission of electric current, for the transmission of telegraph and telephone messages, and for such other uses as may be necessary to the business of grantee, its successors or assigns. The rights hereby granted shall extend to the poles and authority to cut a right-of-way for the purpose of construction and building said pole line, maintenance and operation thereof, with the right to clear and to place a right-of-way 100 feet in width, and to remove all other timber and obstructions that may interfere with the use of said line or that may or might be a hindrance to the use of the same, and for the building, constructing, operating and the removing of poles, wires and all things.

The said right of way hereby conferred shall be and it shall be held the pole line established or indicated, over, upon and across the following lands located and situated in Garland County, Arkansas, to-wit:

SE 1/4 of NW 1/4 of Sec. 24 and SW 1/4 of NW 1/4 of Sec. 24; S 1/2 of NE 1/4 of Sec. 24; SE 1/4 of NE 1/4 and SE 1/4 of NW 1/4 of Sec. 22; S 1/2 of NE 1/4 and the NE 1/4 of NW 1/4 of SE 1/4 and the S 1/2 of SW 1/4 of NW 1/4 and the NE 1/4 of SW 1/4 of Sec. 21; S 1/2 of SW 1/4 and NW 1/4 of SW 1/4 excepting 2 acres belonging to Sutton, in Sec. 20, S 1/2 of SE 1/4 and SE 1/4 of SW 1/4 of Sec. 19; all in Twp. 1 South, Range 19 East, and N 1/4 of NW 1/4 of Sec. 25 & SW of NE & S 1/2 of NW 1/4 Sec. 26, Twp. 1 South, Rge 19 W and the right of the grantee and its successors to use and hold said right of way as hereby conferred upon said grantee, its successors and assigns at any time for the purposes herein.

The following it is hereby included in this agreement Use of right of way. Grantee further undertakes to cut all merchantable logs into 10 to 20 ft. lengths as requested by landowner, and delivery same to owner on right of way; also to pay Doyle scale \$30.00 M Pine, \$8.00 M Hardwood, \$3.00 pulwood.

The sum of all damages may be determined by mutual agreement and where same are not mutually agreed upon by grantor and grantee, then said damages shall be ascertained and determined by three disinterested persons, one of whom to be designated by the grantor herein, its successors or assigns, one by grantee, its successors or assigns, and the third by the two so appointed, and the amount mutually agreed upon or that of the persons so appointed shall be paid and satisfaction of all such damages.

It is especially understood and agreed that the said line and parts of way shall never be owned by grantee and the grantor shall have full and free use and right of way across the premises herein provided for the right to farm and cultivate and otherwise use said right of way by the grantor, except for the purposes herein provided for the grantee, its successors or assigns, and if the grantee should ever permanently abandon the use of said right of way for the purposes herein provided for the grantee, its successors or assigns.

And I, Notary Public do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.

for and in consideration of the said sum of money paid as a consideration for the foregoing, do hereby release and relinquish unto and in favor of said grantee, its successors or assigns, all of my estate in and to and the above described land to the extent of the rights hereinbefore granted and set forth.

IN WITNESS WHEREOF we have set our hands and affix our seals this day of , 19 .

ACKNOWLEDGMENT	
STATE OF ARKANSAS	}
COUNTY OF	
BE IT REMEMBERED that on this day came before me the undersigned, a Notary Public, within and for the county	
and state aforesaid, duly commissioned, and acting	
to me well known as the Grantor in the foregoing permit and acknowledged that	
had executed the same for the consideration, uses and purposes therein mentioned and set forth.	
And on the same day also voluntarily appeared before me said	
wife of said	
to me well known, and in the absence of her said husband declared that she had of her own free will, executed said permit and signed and sealed the relinquishment of dower and homestead in said permit for the consideration, uses and purposes therein contained and set forth, without compulsion or undue influence of her said husband.	
Witness my hand and seal as such Notary Public this	
day of	
My commission expires	
day of	
Notary Public	

*Note: Use corporate form for signature and acknowledgment on reverse side when this permit is executed by a corporation.

ARKANSAS POWER & LIGHT COMPANY
RIGHT OF WAY PERMIT

Juda Shepherd

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KNOW ALL MEN BY THESE PRESENTS That we

hereby, hereinafter called Grantor, for and in consideration of the sum of One hundred fifty Dollars, and other good and valuable considerations, to us cash in hand paid, the receipt whereof is hereby acknowledged, do hereby grant and convey unto ARKANSAS POWER & LIGHT COMPANY, an Arkansas corporation, hereinafter called Grantee, and unto its successors and assigns, the right, privilege and easement to build and maintain over, upon and across the land hereinafter described a 100 foot line of poles with necessary guys and supports upon which may be strung wires and cables for the transmission of electric current, for the transmission of telegraph and telephone messages, and for such other uses as may be necessary to the business of Grantee, its successors or assigns. The rights hereby conferred provide for the privilege and authority to enter upon said lands for the purpose of constructing and building said pole line, maintenance and operation thereof, with the right to clear and keep clear a right of way 100 feet in width, and to remove all other timber and obstructions that may interfere with the use of said line or that may or might be a hazard to the use of the same, and for the repairing, reconstructing, operating and the removing of same at any and all times.

The said right of way hereby conferred shall be at or near the pole line as staked or indicated, over, upon and across the following lands located and situated in Garland County, Arkansas, to-wit:

Sec. 22 T. 15 R. 18

and the right of free ingress and egress over adjacent lands to or from said right of way is hereby conferred upon said Grantee, its successors and assigns at any time for the purpose recited herein.

The following items are included in this settlement:
Right of Way Permit \$100.00 Timber Damage \$50.00
Said Grantee agrees that it will pay other damages not included in above settlement inflicted by it in the construction and maintenance of said line.

The sum of all damages may be determined by mutual agreement and when same are not mutually agreed upon by Grantor and Grantee, then the damages shall be ascertained and determined by three disinterested persons, one of whom to be designated by the Grantor herein, her heirs or assigns, one by Grantee, its successors or assigns, and the third by the two so appointed, and the unanimously agreed award of such three persons shall be final and conclusive of all such damage.

It is especially understood and agreed that the said line and right of way shall never be forced by Grantee and the Grantor shall have full and free use of said right of way except for the purposes herein stated; and the right to farm and cultivate and otherwise use said right of way by the Grantor, except for the purposes herein granted to the Grantee, is especially reserved, and the Grantee should ever permanently abandon the use of said right of way for the purposes herein conveyed it shall revert to the Grantor her heirs or assigns.

And I, X wife of the said X

for and in consideration of the said sum of money paid as a consideration for the foregoing, do hereby release and relinquish unto and in favor of said Grantee, its successors or assigns, all of my estate of dower and homestead in and to the above described land to the extent of the rights hereinbefore granted and set forth.

"IN WITNESS WHEREOF we have set our hands and affix our seals this 26 day of Feb. 1957

FILED FOR RECORD
ON THIS 18 DAY OF March 1957
AT 1:16 O'CLOCK P.M.
LEONARD W. ELLIS, CLERK
ACKNOWLEDGMENT
Bonnie Nelson D. C.

STATE OF ARKANSAS
COUNTY OF Garland

BE IT REMEMBERED that on this day came before me the undersigned, a Notary Public, within and for the county of Jackson and State aforesaid, duly commissioned, and setting:

to me well known as the Grantor in the foregoing permit and acknowledged that Juda Shepherd had executed the same for the consideration, uses and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me said X

wife of said X

to me well known, and in the absence of her said husband declares that she had of her own free will, executed said permit and signed and sealed the relinquishment of dower and homestead in said permit for the consideration, uses and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal as such Notary Public this 26th day of Feb. 1957
My commission expires 10th day of December 1955

Brover C. Hance Notary Public

*Note: Use corporate form for signature and acknowledgment on reverse side when this permit is executed by a corporation.

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

BOOK 1047 PAGE 218 ✓

WHEREAS, Cooper Communities, Inc., successor to John A. Cooper Company by reason of merger, hereinafter called "Developer", executed on the 20th day of April, 1970, a Declaration with Protective Covenants attached thereto as Exhibit 1 and forming a part of said Declaration, which Declaration was filed for record at 3:07 o'clock p.m. on the 20th day of April, 1970, in the office of the Circuit Clerk and Ex-Officio Recorder in and for Garland County, Arkansas, and is there recorded in Book 653, Page 369, et. seq.; and

WHEREAS, Hot Springs Village Property Owners Association, a non-profit corporation organized under the laws of the State of Arkansas, hereinafter referred to as "Association", joined in said Declaration for the purpose of indicating its agreement to perform the obligations placed upon it by the Declaration; and

WHEREAS, the Developer desires to make an addition to the Existing Properties by adding thereto as Tract No. 146 the hereinafter described lands; and

WHEREAS, it is the desire of the Developer that the properties hereinafter described as Tract No. 146 shall be covered as fully by the Declaration aforesaid as though said Tract No. 146 had been included with the other properties described in said Declaration; and

WHEREAS, the Association is agreeable that said lands hereinafter described as Tract No. 146 shall be covered and included under the terms, provisions, assessments and liens as provided in the Declaration above referred to.

NOW THEREFORE, the Developer, for the purposes aforesaid and in compliance with ARTICLE II, Section 2, of the Declaration aforesaid, declares that the following lands are hereby subject to said Declaration to the extent that same shall constitute additional lands under the Declaration aforesaid and shall be a part of the Existing Properties, and said lands referred to shall be Tract No. _____ under and in said Declaration and covered by said Declaration as fully as though same had been included in said Declaration at the time same was executed, and the lands referred to lying and being situate in the County of Garland, State of Arkansas, to-wit:

TRACT NO. 146 : BALBOA SUBDIVISION, Blocks 1 through 6, inclusive, as shown in Plat Book 16, Page 218, and being more particularly described as follows:

A parcel of land lying in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ (31.246 Acres+), the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ (15.259 Acres+), the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ (0.598 Acres+), and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ (3.510 Acres+) all in Section 21, Township 1 South, Range 18 West of the Fifth Principal Meridian, Garland County, Arkansas, being more particularly described as follows:

Commencing at the NW corner of said Section 21 (Arkansas State Plane Coordinates of North 718,042.618 feet and East 1,715,717.200 feet) run South 5.28 feet to a point; thence East 122.53 feet to the point of beginning; thence

FILED FOR RECORD IN THE OFFICE OF THE CLERK OF THE DISTRICT COURT OF GARLAND COUNTY, ARKANSAS, MAY 19, 1970, AT 11:11 A.M.

S 87° 31' 50" E 1828.99 feet; thence S 01° 41' 03" W 80.00 feet; thence S 44° 00' 00" W 303.00 feet; thence Southeastwardly along the arc of a curve to the left 130.47 feet said curve having a central angle of 104° 00' 00" and a radius of 71.88 feet; thence S 60° 00' 00" E 63.01 feet; thence Southwestwardly along the arc of a curve to the right 775.11 feet said curve having a central angle of 151° 28' 23" and a radius of 293.19 feet; thence S 12° 10' 37" E 235.20 feet; thence S 90° 00' 00" W 270.00 feet; thence S 47° 56' 08" W 552.27 feet; thence N 48° 00' 00" W 1033.69 feet; thence N 12° 23' 58" E 281.35 feet; thence N 77° 36' 02" W 340.00 feet; thence N 12° 23' 58" E 582.22 feet; thence Northeastwardly along the arc of a curve to the right 60.99 feet said curve having a central angle of 02° 47' 45" and a radius of 1250.00 feet to the point of beginning and containing 50.613 acres, more or less.

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The Association joins in this Supplemental Declaration, as it joined in the Original Declaration, for the purpose of indicating its agreement to perform the obligations placed upon it by the Original Declaration as well as this Supplemental Declaration.

IN WITNESS WHEREOF, this instrument is executed by the Developer and the Association through their respective corporate officers who are duly authorized to so execute same in multiple counterparts, any one of which shall be deemed an original this _____ day of _____, 1983.

ATTEST:

[Signature]
Secretary

COOPER COMMUNITIES, INC.

[Signature]
Vice President

ATTEST:

[Signature]
Secretary

HOT SPRINGS VILLAGE PROPERTY OWNERS ASSOCIATION

[Signature]
President

STATE OF ARKANSAS,
COUNTY OF CARROLL

COMMISSIONER OF RECORD

I, Calvin Sanders, Clerk of the County of Carroll, Arkansas, do hereby certify that the foregoing instrument of writing was filed for Record in the Office of the Clerk of the County of Carroll, Arkansas, on the 15th day of December, 1983, at 11:11 o'clock A.M., and same is now on file in the Office of the Clerk of the County of Carroll, Arkansas, in Record Book, V-1, 1047, Page 218.

In Testimony Whereof, I have hereunto set my hand and affixed the Seal of said Court this 15th day of Dec. A.D., 1983.

CALVIN SANDERS, Clerk

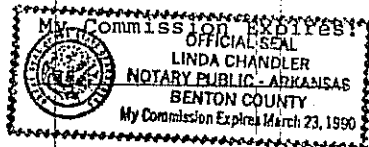
By [Signature] D. C.

STATE OF ARKANSAS)
)SS ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day before me, the undersigned, a Notary Public duly qualified, commissioned and acting within and for the said state and county, appeared in person the within named Richard H. Smith and Larry W. Garrett to me well known, who stated that they were Vice President and the Secretary of Cooper Communities, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and Notarial Seal on this 28th day of November, 1983.

Linda Chandler
NOTARY PUBLIC



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STATE OF ARKANSAS)
)SS ACKNOWLEDGMENT
COUNTY OF GARLAND)

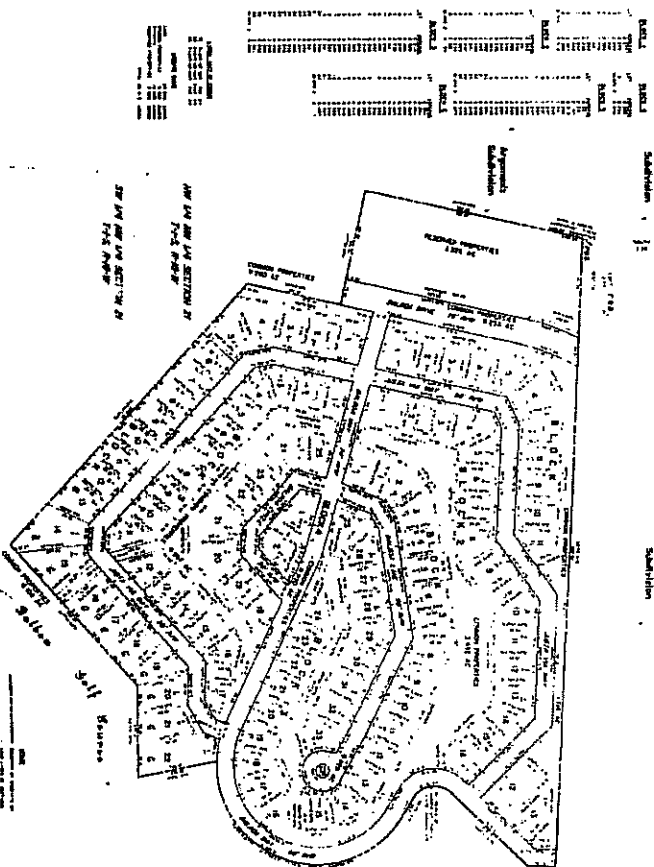
On this day before me, the undersigned, a Notary Public duly qualified, commissioned and acting within and for the said state and county, appeared in person the within named Elizabeth M. Mason and A. J. Klein to me well known, who stated that they were the President and the Secretary of Hot Springs Village Property Owners Association, a non-profit corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and Notarial Seal on this 30th day of November, 1983.

Nirvan Leggett Lane
NOTARY PUBLIC

My Commission Expires:

3-14-91



APPROXIMATE SUBDIVISION

STREET

LOT

APPROXIMATE SUBDIVISION

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CITY OF CHICAGO DEPARTMENT OF PLANNING 444 NORTH DEARBORN STREET CHICAGO, ILLINOIS 60610	DATE: 10/1/81 BY: [Signature] TITLE: [Title]

10/1/81