

First American Title™

# ALTA Commitment for Title Insurance

ISSUED BY First American Title Company

# Commitment

## COMMITMENT FOR TITLE INSURANCE

## Issued By

## FIRST AMERICAN TITLE COMPANY

## NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, *First American Title Company*, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore President

Jeffrey S. Robinson Secretary

If this jacket was created electronically, it constitutes an original document.

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## COMMITMENT CONDITIONS

## 1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- **3.** The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements;
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

## 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

## 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

### 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

### 9. ARBITRATION

Arbitration provision intentionally removed.

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First American Title™

# ALTA Commitment for Title Insurance

ISSUED BY

## First American Title Company

# Schedule A

## NOTICE TO CONSUMERS:

Please read the exceptions and the terms shown or referred to herein carefully. The exceptions are meant to provide you with notice of matters that are not covered under the terms of the title insurance policy and should be carefully considered. This report is a written representation as to the condition of title for purposes of providing title insurance and lists all liens, defects, and encumbrances filed of record within the last thirty (30) years that have not been released of record or that are not statutorily expired. No title insurance agent or any other person other than a licensed Arkansas attorney may provide legal advice concerning the status of title to the property described in the title commitment.

## Transaction Identification Data for reference only:

Issuing Agent:Charles WardCommitment No.: 006-02712-SIssuing Office:Attorney's Title Group, PLLCLoan ID No.:Issuing Office File No.:006-02712-SProperty Address:Land in Faulkner County, Rolling Hills Ranch +/- 739.14 acres, AR

## SCHEDULE A

- 1. Commitment Date: February 11, 2020 at 12:00 AM
- 2. Policy to be issued:
  - (a) ALTA Owners Policy (06/17/06)
    Proposed Insured: TBD
    Proposed Policy Amount: \$1,000.00
- 3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
- 4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date, vested in:

Rolling Hills Ranch, LLC

5. The Land is described as follows:

SEE EXHIBIT A ATTACHED HERETO

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SCHEDULE A (Continued)

Attorney's Title Group, PLLC No. 100104076

Larks Ward

Charles T. Ward No. 7993369 Authorized Signatory Authorized Countersignature

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Form 50007705-A (9-18-18)

**COMMITMENT FOR TITLE INSURANCE** 



## Issued By First American Title Insurance Company

## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- 2. Pay the agreed amount for the estate or interest to be insured.
- 3. Pay the premiums, fees, and charges for the Policy to the Company.
- 4. The Company must be notified if the proceeds of the insured mortgage or deed of trust are for the purpose of funding the construction of repairs and improvements on the Property. The Company may then make additional requirements.
- 5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- 6. Pay the taxes for 2019.
- 7. Furnish seller's and buyer's affidavits.
- 8. For Rolling Hills Ranch, LLC furnish the articles of organization, the operating agreement and a current certificate of good standing.
- 9. Furnish a release or partial release of any judgment that may be entered on the Complaint filed October 17, 2019 against Rolling Hills Ranch, LLC in the Circuit Court of Faulkner County, Arkansas, Case No. 23CV-19-1315, captioned, Deana Louise Crawford, plaintiff vs. Rolling Hills Ranch, LLC, defendant, which Complaint requests judgment for an unspecified amount of damages. NOTE: As of February 24, 2020, no judgment or final order had been entered in this case and no trial date had been set. The Court's docket should be checked just prior to closing to determine if a judgment has been entered. If so, a release or partial release of the judgment shall be required.
- 10. Furnish a quitclaim deed from Paula H. Jacuzzi and spouse, if married (if not, so state) to Rolling Hills Ranch, LLC. NOTE: This requirement is made because the Special Warranty Deed dated February 28, 2007, naming Remo C. Jacuzzi and Paula H. Jacuzzi, as Grantors, and JIL Investments Limited Partnership, as Grantee, and was filed March 20, 2007 as Document No. 2007-5593, records of Faulkner County, Arkansas, was not signed by Paula Jacuzzi. This requirement affects Land in the NW4 SE4

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## SCHEDULE B

(Continued)

31-T6N, R12W, the NW4 SE4 36-6N-13W and the SW4 31-6N-12W.

11. Furnish a warranty deed from Rolling Hills Ranch, LLC to TBD.

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### SCHEDULE B (Continued)

## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I Requirements are met.
- 2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 3. Rights or claims of parties in possession not recorded in the Public Records.
- 4. Easements or claims of easements not recorded in the Public Records.
- 5. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land.
- 6. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be ascertained by persons in possession of the Land.
- 7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, limestone, clay, rock, sand and gravel located in , on or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation or otherwise, and (b) any rights, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records are shown on Schedule B.
- 8. Any statutory lien for services, labor or material arising from construction of an improvement or work related to the Land and not recorded in the Public Records.

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# SCHEDULE B

(Continued)

- 9. Subsurface, including, but not limited to coal, oil, gas, limestone and other mineral interest in the Land and all rights and easement incident thereto; including but not limited to rights or ingress and egress.
- 10. Covenants and Restrictions filed October 20, 1995, in Deed Book 610, Page 600, records of Faulkner County, Arkansas.
- 11. Oil and Gas Lease by and between Rolling Hills Ranch, LLC, as Lessor, and SEECO, Inc., as Lessee, filed October 16, 2007, as Document No. 2007-21582, records of Faulkner County, Arkansas.
- 12. Easement for ingress and egress in favor of Jerry Hester and Gail Hester, dated April 22, 1997 and recorded in Book 662, Page 567 and in Book 665, Page 70, records of Faulkner County, Arkansas.

NOTICE: The exact quantity of land or number of acres or square feet contained within the property described herein is not insured. Any statement of acreage or quantity of land is shown for identification purposes only.

NOTICE: Please be aware that due to the conflict between state and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

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ALTA Commitment for Title Insurance

ISSUED BY

## First American Title Company

## File No.: 006-02712-S

Exhibit A

The Land referred to herein below is situated in the County of Faulkner, State of Arkansas, and is described as follows:

## EXHIBIT A

The NE 1/4 NE 1/4, the NE 1/4 SW 1/4, and the NW 1/4 SE 1/4, all in Section 31, T6N, R12W, in Faulkner County, Arkansas, LESS AND EXCEPT: that part lying South and East of the East right of way of the A P & L easement, and also LESS AND EXCEPT: that part lying within the boundaries of Eagles Nest Subdivision, Phase IV.

And,

Part of the N 1/2 SE 1/4 of Section 36, T6N, R13W, Faulkner County, Arkansas, described as follows: beginning at a Stone Corner being the Southeast corner of the N 1/2 SE 1/4 of said Section 36; thence North 89 degrees 25 minutes 23 seconds West along the South line thereof a distance of 924.00 feet; thence North 00 degrees 15 minutes 51 seconds West a distance of 120.00 feet; thence North 89 degrees 25 minutes 25 seconds West a distance of 396.00 feet; thence South 00 degrees 15 minutes 52 seconds East a distance of 120.00 feet to a point on the South line of said N 1/4 SE 1/4; thence North 89 degrees 25 minutes 23 seconds West along the South line thereof a distance of 825.08 feet to a Found 5/8 Inch Rebar (FIP); thence North 00 degrees 30 minutes 09 seconds East a distance of 250.00 feet; thence North 89 degrees 29 minutes 51 seconds West a distance of 321.05 feet to a point on the Easterly right of way line of Sunny Gap Road (50 foot right of way); thence along the said Easterly right of way line along the following bearings and distances: North 24 degrees 15 minutes 19 seconds West a distance of 60.23 feet; thence around a curve to the right through a central angle of 23 degrees 14 minutes 59 seconds an arc distance of 438.25 feet, a radius of 1080.00 feet and a chord bearing of North 12 degrees 37 minutes 50 seconds West a distance of 435.25 feet: thence North 01 degrees 00 minutes 21 seconds West a distance of 156.20 feet; thence leaving the said Easterly right of way South 89 degrees 44 minutes 54 seconds East a distance of 1013.70 feet to a found iron pin; thence North 00 degrees 25 minutes 14 seconds West a distance of 419.92 feet to a found iron pin, said point being on the North line of the said N 1/2 SE 1/4; thence South 89 degrees 43 minutes 30 seconds East along the said North line thereof a distance of 1585.65 feet to a 1 inch pipe, said point being the Northeast corner of the said N 1/2 SE 1/4; thence South 00 degrees 25 minutes 31 seconds West along the East line thereof a distance of 1318.08 feet to the point of beginning and containing 2793512.48 square feet or 64.13 acres, more or less.

And,

The NE 1/4 of Section 36, Township 6 North, Range 13 West, containing 160 acres, more or less, in Faulkner County, Arkansas, RESERVING unto the grantors the mineral rights now owned by them for a term of twenty (20) years from this date, as to all such rights 500 feet below the surface.

And,

The NW 1/4 NE 1/4, Section 31, T6N, R12W, Faulkner County, Arkansas.

Also a 50 foot access easement described as follows: Part of the E 1/2 of Section 31, and part of the NE 1/4 NW 1/4 of Section 5, T5N, R12W, Faulkner County, Arkansas, more particularly described as follow: Commencing at the Southeast corner of the SW 1/4 SW 1/4, of said Section 32; thence South 89 degrees 51 minutes East a distance of 268.64 feet to a point on the Westerly right of way line of Arkansas Highway 36, also being the point of beginning of a 50 foot wide access easement; thence along and 50 feet to the left of the following described line: North 89 degrees 51 minutes West, a

## **EXHIBIT A**

## (Continued)

distance of 268.64 feet; thence North 00 degrees 19 minutes East a distance of 1293.55 feet; thence South 89 degrees 51 minutes West a distance of 1309.39 feet; thence North 00 degrees 10 minutes East a distance of 1287.59 feet; thence North 89 degrees 10 minutes West a distance of 1311.98 feet; thence North 00 degrees 26 minutes West, a distance of 1350.00 feet to the end of said easement. THIS ACCESS EASEMENT SHALL BE NON-EXCLUSIVE. GRANTORS RETAIN THE RIGHT TO USE THIS EASEMENT FOR ACCESS TO OTHER PROPERTIES OF GRANTOR AND OR ITS SUCCESSORS AND ASSIGNS.

## And,

That 50 foot access easement as conveyed from Nature Valley Properties, Inc. to Hartland Development Company Retirement Trust dated 6/13/96 as recorded in document number 2001-1531, records of Faulkner County, Arkansas, running through or adjacent to the following described lands:

The NW 1/4 NE 1/4, Section 31, Township 6 North, Range 12 West, Faulkner County, Arkansas. The SW 1/4 NE 1/4, Section 31, Township 6 North, Range 12 West, Faulkner County, Arkansas. The NW 1/4 SE 1/4, Section 31, Township 6 North, Range 12 West, Faulkner County, Arkansas. The NE 1/4 SE 1/4, Section 31, Township 6 North, Range 12 West, Faulkner County, Arkansas.

And,

Tract 1

The NW 1/4, Section 31, T6N, R12W, and the NW 1/4 SW 1/4, Section 31, T6N, R12W, Faulkner County, Arkansas.

Tract 2

The S 1/4 SW 1/4 of Section 30, T6N, R12W, Faulkner County, Arkansas.

And,

The SW 1/4 NE 1/4 Section 31, T6N, R12W, Faulkner County, Arkansas.

And,

Tract 1:

Part of the NW 1/4 SE 1/4, Section 31, T6N, R12W, Faulkner County, Arkansas, more particularly described as follows: Commencing at a found stone monument being the Southwest corner of the NW 1/4 SW 1/4, Section 31; thence South 89 degrees 29 minutes 00 seconds East along the South line thereof for 2977.59 feet to a point on the Southeasterly right of way line of an Arkansas Power & Light (Entergy) easement and the point of beginning; thence North 58 degrees 33 minutes 49 seconds East along said Southeasterly line for 1110.16 feet to a point on the East line of the said NW 1/4 SE 1/4; thence South 00 degrees 17 minutes 56 seconds East along the said East line for 587.58 feet to a point being the Southeast corner thereof; thence North 89 degrees 29 minutes 00 seconds West along the South line thereof for 950.31 feet to the point of beginning.

Tract 2:

Part of the NW 1/4 SE 1/4 of Section 36, T6N, R12W, Faulkner County, Arkansas, described as commencing at the Northwest corner of said NW 1/4 SE 1/4; run thence South 89 degrees 28 minutes 24 seconds East 42.0 feet to the point of beginning; thence continue South 89 degrees 28 minutes 24 seconds East 1037.14 feet; thence South 00 degrees 09 minutes 27 seconds East 420.00 feet; thence North 89 degrees 28 minutes 24 seconds West 1037.14 feet; thence North 00 degrees 09 minutes 27 seconds West 420.00 feet; thence North 89 degrees 28 minutes 24 seconds West 1037.14 feet; thence North 00 degrees 09 minutes 27 seconds West 420.00 feet to the point of beginning. Reserving the West 25 feet for a county road easement.

## EXHIBIT A (Continued)

## Tract 3:

Part of the SW 1/4, Section 31, T6N, R12W, Faulkner County, Arkansas, more particularly described as follows: Commencing at the Southwest corner of the SW 1/4, Section 31; thence North 01 degree 02 minutes 54 seconds West along the West line thereof for 1142.02 feet to the point of beginning; thence continue along the said West line North 01 degree 02 minutes 54 seconds West for 166.66 feet to a found stone monument being the Northwest corner of the SW 1/4 SW 1/4, Section 31; thence South 89 degrees 52 minutes 03 seconds East along the North line thereof 1056.94 feet; thence South 85 degrees 00 minutes 56 seconds West for 240.36 feet; thence South 00 degrees 00 minutes 00 seconds West for 300.00 feet to a point on the centerline of Eagle Crest Drive; thence North 85 degrees 59 minutes 24 seconds West for 60.03 feet; thence North 00 degrees 00 minutes 00 seconds East for 118.87 feet; thence North 83 degrees 38 minutes 00 seconds West for 310.07 feet; thence South 89 degrees 51 minutes 00 seconds West for 445.84 feet to the point of beginning.

## Tract 4:

Part of the NW 1/4 SE 1/4 and part of the NE 1/4 SE 1/4 of Section 30, T6N, R12W, Faulkner County, Arkansas, being more particularly described as follow: Commencing at a found ½ inch rebar for the Southwest corner of the NW 1/4 SE 1/4 of said section 30; thence along the South line of said NW 1/4 SE 1/4 South 88 degrees 56 minutes 12 seconds East 331.56 feet to the point of beginning; thence continue along said South line South 88 degrees 01 minute 47 seconds East 991.19 feet to the Southwest corner of the NE 1/4 SE 1/4 of said section 30; thence along the South line of said NE 1/4 SE 1/4 of said section 30; thence along the South line of said NE 1/4 SE 1/4 South 88 degrees 13 minutes 44 seconds East 1325.77 feet to the Southwest corner of the NW 1/4 SW 1/4 of said Section 29, thence run North 01 degree 24 minutes 25 seconds East along the West line of said NW 1/4 SW 1/4 500.85 feet to the South line of Oakridge Subdivision; thence run along the South line of Subdivision South 85 degrees 30 minutes 15 seconds West 163.03 feet; thence North 86 degrees 47 minutes 56 seconds West 142.61 feet; thence North 83 degrees 00 minutes 56 seconds West 440.84 feet; thence North 87 degrees 46 minutes 37 seconds West 479.96 feet; thence North 85 degrees 41 minutes 31 seconds West 523.75 feet; thence South 83 degrees 25 minutes 28 seconds West 197.02 feet; thence South 89 degrees 31 minutes 13 seconds West 127.57 feet; thence North 78 degrees 01 minute 51 seconds West 203.25 feet; thence North 78 degrees 32 minutes 49 seconds West 39.86 feet; thence leaving said South boundary South 01 degree 09 minutes 11 seconds West 560.31 feet to the point of beginning.

## Roadway and Utility Easement:

An easement 25.00 feet in width lying coincident and 25.00 feet on the South side of the following described line: A part of the NW 1/4 SE 1/4, NW 1/4 SW 1/4, and a part of the NE 1/4 SE 1/4 of Section 30, T6N, R12W, Faulkner County, Arkansas, being more particularly described as follows: Commencing at a found 1/2 inch rebar for the Southwest corner of the NW 1/4 SE 1/4 of said Section 30; thence along the South line of said NW 1/4 SE 1/4 South 88 degrees 56 minutes 12 seconds East 331.56 feet; thence run North 01 degree 09 minutes 11 seconds East 560.31 feet to the South line of Oakridge Subdivision said point being the point of beginning; thence run along the South line of said Subdivision the following bearings and distances: South 78 degrees 01 minute 51 seconds East 203.25 feet; North 89 degrees 31 minutes 13 seconds East 127.57; North 83 degrees 25 minutes 28 seconds East 197.02 feet; South 85 degrees 41 minutes 31 seconds East 523.75 feet; South 87 degrees 46 minutes 37 seconds East 142.61 feet; North 85 degrees 30 minutes 15 seconds East 187.95 feet; South 80 degrees 56 minutes 55 seconds East 142.61 feet; South 87 degrees 36 minutes 15 seconds East 187.95 feet; South 80 degrees 56 minutes 55 seconds East 499.84 feet; South 87 degrees 36 minutes 49 seconds East 67.36 feet to the Southeast corner of Lot 11 of said Subdivision, said point being the point of termination of said easement line.