

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is executed effective the 20<sup>th</sup> day of March, 2018, by and between ENGLISH FARM, LLC ("Grantor") and SIZEMORE FAMILY FARMS, LLC ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Grantor is the owner of that certain tract of land situated in Jefferson County, Arkansas, more particularly described on Exhibit "A" attached hereto ("Grantor's Lands").

WHEREAS, Grantee is the owner of those certain tracts of land situated in Jefferson County, Arkansas, more particularly described on Exhibit "B" attached hereto (collectively, "Grantee's Lands").

WHEREAS, Grantor is willing to grant to Grantee an easements for ingress and egress to and from Grantee's Lands over the existing access roadway located on a portion of Grantor's Lands, as more particularly described on Exhibit "C" attached hereto (the "Easement Roadway"), upon the terms and conditions and subject to the reservations hereinafter set forth. The Easement Roadway begins at or near the end of Scroggins Road and proceeds in a westerly direction just North of levee and then crosses the levee.

NOW, THEREFORE, for good and valuable consideration paid by Grantee to Grantor and the mutual covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Limited Grant of Easement.** Grantor hereby grants and conveys to Grantee, its legal representatives, successors and assigns, a non-exclusive, perpetual easement (the "Easement") upon and across the Easement Roadway for the sole purpose of pedestrian and vehicular ingress and egress to Grantee's Lands. The rights granted to Grantee hereunder shall only be for rights within the Easement Roadway and not for any other land outside the Easement Roadway.
2. **Reservation of Rights.** All right, title and interest in and to the Easement Roadway under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided however, that Grantor's use and enjoyment of the Easement Roadway shall not unreasonably interfere with Grantee's rights granted hereunder. Further, Grantor reserves the sole right to relocate the Easement Roadway from time to time, on a temporary or permanent basis, as Grantor deems necessary or desirable to maintain, repair or improve Grantor's Lands or to protect Grantor's property located thereon. The relocated Easement Roadway shall provide reasonable ingress/egress for Grantee.
3. **Non-Exclusive Easement.** The Easement, and the rights and privileges granted herein, are non-exclusive to Grantee, and Grantor reserves and retains the right to convey similar rights and easements to any persons other than the Grantee for the purpose of access to such person's property so long as such other conveyance does not unreasonably interfere with Grantee's use of the Easement Roadway.
4. **Use of the Easement.** Grantee shall at all times: (i) use the Easement Roadway in a reasonable, safe and prudent manner; (ii) keep the Easement Roadway's main gates locked at all times, except when passing through, and Grantee shall leave any other gate along the Easement Roadway in the same condition as found, whether locked, unlocked, closed or opened; (iii) maintain reasonable and safe speed of operation of vehicles along the Easement Roadway, and in such a manner as not to damage the Easement Roadway; (iv) stay within the boundaries of the road located in the Easement Roadway; and (v) comply with all federal, state or local laws, regulations, ordinances or other governmental requirements applicable to any conduct or activity in which Grantee engages within the Easement Roadway or any other portion of Grantor's Lands.

FILED FOR RECORD  
AT 1:33 O'CLOCK P M

MAR 23 2018  
LAFAYETTE WOODS, SR., CIRCUIT CLERK  
JEFFERSON COUNTY, ARKANSAS  
652

5. **Grantee's Representatives.** Grantee shall at all times be solely and fully responsible for its owners, officers, employees, agents, servants, consultants, contractors, subcontractors, guests, invitees or any other any person claiming use of the Easement Roadway through or under Grantee (collectively, "**Representatives**"). Grantee's Representatives shall be bound by all obligations, conditions and restrictions to the same extent as Company. Time is of the essence as to every obligation of Grantee under this Agreement.
6. **Specific Prohibitions.** Grantee shall not cause, suffer, permit or allow any of the following to occur in, on or about the Easement Roadway: (i) activities causing damage to the road or any bridge located within the Easement Roadway, or to the levee adjoining the southern boundary of the Easement Roadway; (ii) hunting or fishing; (iii) starting of fires of any kind or nature; (iv) parking of any vehicles or storing of any materials, equipment or any other items; (v) dumping or leaving of any trash or other waste; (vi) depositing of human waste; (vii) interference or disturbance of any animal or wildlife; (viii) interference with the use and occupancy of the Grantor's Lands by Grantor or its guests; (ix) the release, leakage, or disposal (or any threat thereof) of any hazardous substance, toxic material, solid waste or waste product as defined by applicable local, state or federal law; or (ix) any illegal conduct.
7. **Protection of Grantor's Lands.** Grantee acknowledges Grantor's significant interest in protecting the levee adjoining the southern boundary of the Easement Roadway, which is vital to protecting the integrity of the farmlands located on Grantor's Lands. Accordingly, Grantee agrees not to use the Easement Roadway in any manner that overburdens or otherwise causes, or threatens to cause, any damage to the road within the Easement Roadway or the levy adjoining the southern boundary of the Easement Roadway. Grantee shall not allow an excessive use of the Easement Roadway by Grantee's Representatives. Grantee shall take good care of the Easement Roadway and shall only use the Easement Roadway to access Grantee's Lands. Except with Grantor's prior written consent, Grantee shall not permit any trucks in excess of one (1) ton, semi-trucks, tractors, or heavy equipment to enter the Easement Roadway.
8. **Maintenance and Repair.** Grantor shall have the sole right, but not the obligation, to perform any maintenance or repair of the Easement Roadway. If Grantor performs any significant repair or maintenance of the Easement Roadway, then Grantee shall reimburse Grantor for a reasonable portion of Grantor's costs and expenses incurred for such work. If Grantee causes any damage to the Easement Roadway or Grantor's Lands, then Grantee shall be solely responsible for reimbursing Grantor for the cost of repairing such damage. All amounts payable by Grantee under this Section 8 shall be due upon Grantor's written demand. Grantor shall take into consideration any other persons Grantor allows to use the Easement Roadway.
9. **Liens.** Grantee shall not permit or suffer to be filed against Grantor's Lands any liens, claims or encumbrances of any kind. If any such lien, claim or encumbrance is filed against the Grantor's Lands, Grantee shall cause such lien, claim or encumbrance to be fully released, whether by payment, posting a sufficient bond or otherwise, within thirty (30) days after receipt of notice of such lien, claim or encumbrance. In the event of the failure or refusal of Grantee to cause Grantor's Lands to be so released, Grantor shall have the right, but not the obligation, to make the payments or to post such bonds in the amount necessary to so relieve and release and Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.
10. **Indemnification.** Grantee, its Representatives, and their respective successors and assigns (collectively, "**Indemnifying Parties**") shall indemnify, defend and hold Grantor and its owners, officers, employees, consultants, representatives, agents, contractors, affiliates, tenants, and the heirs, successors and assigns of each of them (collectively, "**Indemnified Parties**") harmless from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (i) injury to or the death of any person, or damage to any property or property interest, resulting from any conduct, act, omission, or activity of Indemnifying Parties related to or occurring on or about Grantor's Lands, regardless of cause, unless due solely to the gross negligence or willful misconduct of any of the Indemnified Parties; (ii) the breach of any covenant, representation, warranty or other provision in this Agreement; (iii) the conduct, acts or omissions of Grantee or its Representatives within the Easement Roadway; and (iv) the release, leakage, or disposal (or any threat thereof) of any hazardous substance, toxic material, solid waste or waste product (each as defined by applicable

local, state or federal law) caused, suffered, allowed or permitted by Indemnifying Parties on, at, beneath, or from Grantor's Lands, or arising from or connected with a violation by Indemnifying Parties (or their agents, employees, invitees or guests) of federal, state or local environmental laws or regulations. The obligations of Indemnifying Parties under this Section 10 shall survive the cancellation or termination of this Agreement or the Easement, for any reason. If any action, suit or proceeding is brought against an Indemnified Party with respect to a matter which an Indemnifying Party has agreed to indemnify such Indemnified Party, then upon such Indemnified Party's request, such Indemnifying Party shall, at such Indemnifying Party's sole cost and expense, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended by counsel designated by such Indemnified Party.

11. **As Is; No Warranty.** The grant and conveyance of the Easement pursuant to this Agreement is made on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis. Grantor makes no warranty or representation, express or implied, or arising by operation of law, regarding the Easement Roadway, including without limitation, any warranty of condition, habitability, fitness for a particular or intended use or purpose, or title. This grant of the Easement is further made subject to matters evidenced by instruments of record in the Public Records of Jefferson County, Arkansas, to the extent the same are valid and still in force and effect.
12. **Grantor Not Liable.** Grantor makes no representation or warranty whatsoever, express or implied, with respect to Grantor's Lands, including without limitation, any hazards or dangers found at Grantor's Lands. Grantee and its Representatives enter Grantor's Lands at their own risk, and Grantee assumes all risks and liabilities related thereto. In no event shall Grantor be liable for any damage to, or loss of personal property or equipment sustained by Grantee or its Representatives on, in or about Grantor's Lands, whether or not it is insured. Grantee hereby releases Grantor from all claims asserted against or incurred by Grantee or its Representatives that may arise in connection with their activities on the Grantor's Lands. IN NO EVENT SHALL GRANTOR BE LIABLE TO GRANTEE OR ITS REPRESENTATIVES FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES WHATSOEVER. This Section 12 shall survive the cancellation or termination of this Agreement or the Easement, for any reason.
13. **Failure to Perform.** If Grantee fails to perform any covenant, undertaking, or obligation arising under this Agreement and such failure continues for a period of thirty (30) days after Grantor gives Grantee written notice thereof, then all rights and privileges granted to Grantee hereunder shall terminate, and the provisions of this Agreement creating the easement shall be of no further effect. In such event, Grantee shall execute and record all documents necessary to terminate the Easement of record within thirty (30) days of receipt of a written demand from Grantor. If Grantee fails or refuses to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the Easement to be terminated.
14. **Governing Law; Severability; Legal Fees.** This Agreement shall be construed and interpreted in accordance with and governed and enforced in all respects by the laws of the State of Arkansas. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective. If any legal action or proceeding is instituted to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover its, his, her or their costs, including reasonable attorney fees and expert witness fees, from the non-prevailing Party.
15. **Injunctive Relief; Remedies.** Each Party shall have the right to compel performance of other terms and provisions of this Agreement by suit for specific performance or mandatory injunction and the further right to restrain or enjoin any threatened or continuing violation of the terms of this Agreement. In any action to enforce the terms of this Agreement or to enjoin a threatened or continued violation hereof, the defense that the Party initiating such equitable proceedings has a speedy and adequate remedy at law is hereby waived. The right herein granted to seek and obtain injunctive relief or specific performance shall not preclude an aggrieved Party from recovering any damages sustained by it by reason of breach of any of the covenants and agreements herein and shall not preclude such Party from seeking and obtaining any other remedy or relief afforded by the terms of this Agreement or by law for breach of the covenants and agreements herein contained.

16. **Miscellaneous Provisions.**

- A. **Successors and Assigns; Run with the Land.** The Easement, and the rights and privileges herein granted hereunder, shall be perpetual, run with the land, and inure to the benefit of and be binding upon the Parties and their respective grantees, successor in interest and permitted assigns. No right or liability or obligation arising hereunder may be assigned by any Party except as herein specifically permitted.
- B. **Notices.** All notices permitted or required to be given by the Parties under this Agreement shall be valid and effective on the third business day following the date of mailing if it is in writing and sent to the other Party at the address set forth below, by certified or registered mail, postage prepaid, return receipt requested, or on the date of delivery to the other Party at said address, if delivered in-hand or overnight or express courier. Either Party may, from time to time, change the office or address to receive notice on its behalf by giving notice of said change to the other Party as provided herein.
- |                |  |
|----------------|--|
| If to Grantor: | English Farm, LLC<br>Attn: Ron Pritchett<br>4637 E. 91st Street<br>Tulsa, OK 74137<br>Phone: (918) 743-8060            |
| If to Grantee: | Sizemore Family Farms, LLC<br>Attn: Michael Sizemore<br>P.O. Box 1086<br>Pine Bluff, AR 71613<br>Phone: (870) 939-9116 |
- C. **Further Assurances.** Each Party agrees to provide such additional documentation or actions as may be reasonably requested by the other Party to accomplish the purposes of this Agreement.
- D. **Authority.** Each Party hereby represents and warrants to the other Party that such Party has the full right, power, title and interest to enter into and perform its obligation under this Agreement and the persons executing this Agreement on their behalf are duly authorized to do so by all requisite action.
- E. **No Waiver.** No waiver of any obligation, breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- F. **Construction; Headings.** Each Party acknowledges it was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against any Party hereto solely because one is deemed to be the author thereof. The section, subsection and paragraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall not be held to expand, modify, amplify or aid in the interpretation, construction or meaning of this Agreement.
- G. **Entire Agreement; Modification; Survival.** This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof and no modification of the provisions herein shall be effective unless reduced to writing and executed by each Party hereto. All Exhibits attached to this Agreement are incorporated by reference and made a part of this Agreement as if fully rewritten or reproduced herein. Any discrepancy between a map or plat and a legal description shall be resolved in favor of the legal description. All statements, representations, warranties, indemnities, covenants and agreements made by each Party in this Agreement shall survive the termination of this Agreement.

- H. Counterparts. This Agreement may be executed in any number of counterparts, each signed by different persons and all of said counterparts together shall constitute one and the same instrument, and such instrument shall be deemed to have been made, executed and delivered on the date first hereinabove written, irrespective of the time or times when the same or any counterparts thereof actually may have been executed and delivered.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

ENGLISH FARM, LLC

By: *Ron Pritchett*

Ron Pritchett, Manager

SIZEMORE FAMILY FARMS, LLC

By: *Michael Sizemore*

Michael Sizemore

Title: *Member*

STATE OF ~~OKLAHOMA~~ Arkansas )  
COUNTY OF ~~OKLAHOMA~~ Jefferson ) ss.

This instrument was acknowledged before me on March 20, 2018, by Ron Pritchett as Manager of English Farm, LLC, an Oklahoma limited liability company.

*Lynn H. Clemons*  
Notary Public

My Commission Expires:

5/26/2026

Commission No.:

12348915

LYNN H. CLEMONS  
NOTARY PUBLIC-STATE OF ARKANSAS  
JEFFERSON COUNTY  
My Commission Expires 05-26-2026  
Commission # 12348915

STATE OF Arkansas )  
COUNTY OF Jefferson ) ss.

Member This instrument was acknowledged before me on March 20, 2018, by Michael Sizemore as of Sizemore Family Farms, LLC, an Arkansas limited liability company.

*Lynn H. Clemons*  
Notary Public

My Commission Expires:

5/26/2026

Commission No.:

12348915

LYNN H. CLEMONS  
NOTARY PUBLIC-STATE OF ARKANSAS  
JEFFERSON COUNTY  
My Commission Expires 05-26-2026  
Commission # 12348915

**EXHIBIT "A"**

**GRANTOR'S LANDS**

South Half of the Southwest Quarter of Section 29, the South Half of the South Half of Section 30, Township 6 South, Range 5 West, and the Fractional East Half of Section 36, Township 6 South, Range 6 West, all in Jefferson County, Arkansas.

**EXHIBIT "B"**

**GRANTEE'S LANDS**

**TRACT I**

A parcel of land located in the South Half of the Southwest Quarter (S½ of SW¼) of Section 29, Township 6 South, Range 5 West, Jefferson County, Arkansas, said parcel including all of Lots 12, 13, 14, 15, 16, 17 & 18 of Old River Acres, Section 3 Subdivision, also including all that part of Scroggins Road closed by Jefferson County Court Order CC 2016-38; said parcel being more particularly described as follows:

COMMENCING at a 1.5" Iron Pipe, also being Point of Beginning "A" on the survey plat for Old River Acres Section 3 Subdivision, and having a State Plane, Arkansas South NAD83 coordinate of N1848080.30, E1440480.93, running thence S55°36'11"W, along the northwesterly boundary of said Old River Acres Section 3 Subdivision, for a distance of 905.19 feet; thence run S50°36'04"E for a distance of 137.91 feet to a 1/2" rebar; thence run S79°43'28"E for a distance of 39.57 feet to a 1/2" rebar; thence run S81°56'22"W for a distance of 23.32 feet to a spike; thence run S81°42'53"W for a distance of 6.98 feet to a 1/2" rebar; thence run S59°05'55"W for a distance of 26.32 feet to a 1/2 rebar, said rebar being the POINT OF BEGINNING of the herein described parcel; thence continue S59°05'55"W for a distance of 73.08 feet to 1/2" rebar marking the southeasterly corner of said Lot 18; thence run S36°45'46"E for a distance of 29.92 feet to a 1/2" rebar marking the northwesterly corner of said Lot 12; thence run N83°24'56"E, along the north boundary thereof, for a distance of 99.86 feet to a 1/2" rebar; thence run S27°45'41"E, along the easterly boundary of said Lot 12, for a distance of 182.36 feet to the ordinary low water level of Bayou Melo Diversion Ditch; thence run along said ordinary low water level the following courses and distances: S54°18'47"W a distance of 60.88 feet, S85°22'02"W a distance of 63.75 feet, S66°41'08"W a distance of 38.68 feet, S83°24'35"W a distance of 66.22 feet, S78°39'38"W a distance of 32.11 feet, S62°18'05"W a distance of 32.11 feet, S41°58'15"W a distance of 97.08 feet, S39°31'27"W a distance of 42.47 feet, S35°28'23"W a distance of 18.25 feet, S52°06'43"W a distance of 18.56 feet, S88°25'23"W a distance of 20.23 feet to the westerly boundary of said Lot 15; thence run N10°46'37"E, along said westerly boundary, for a distance of 81.54 feet to the Scroggins Road turnaround; thence run along said turnaround approximated by the following courses and distance: S73°36'54"W a distance of 17.80 feet, N77°51'48"W a distance of 14.45 feet, N41°49'07"W a distance of 12.53 feet, N09°31'09"W a distance of 17.21 feet, N06°02'41"E a distance of 15.15 feet to the southwesterly corner of said Lot 16; thence run N06°38'08"E, along the westerly boundary thereof, for a distance of 210.81 feet to the northerly corner of said Lot 16; thence run S55°36'11"W for a distance of 11.61 feet to a point on the bluff bank described as the "Bank Line of Maximum Recession" in Quitclaim Deed to Luckie Family Farm recorded at Book 909, Page 698 in the deed records of the Circuit Clerk's Office, thence run along said bank the following courses and distances: N16°40'29"W a distance of 57.39 feet, N13°45'37"W a distance of 55.74 feet, N08°55'03"W a distance of 26.77 feet, N50°09'18"E a distance of 37.16 feet, N47°58'09"E a distance of 21.09 feet, N25°46'33"E a distance of 34.41 feet, N18°51'09"E a distance of 30.79 feet, N17°30'32"W a distance of 39.06 feet, N46°59'43"W a distance of 44.07 feet, N52°35'20"W a distance of 54.98 feet to a 1/2" rebar; thence run N00°34'26"E, continuing along said bank, for a distance of 16.26 feet to 1/2" rebar on the toe of a private levee therefound; thence run S63°49'00"E, along said toe, for a distance of 59.34 feet to a 1/2" rebar; thence run S52°57'06"E, along said toe, for a distance of 127.43 feet to a 1/2" rebar; thence run S49°49'16"E, along said toe, for a distance of 239.35 feet to the POINT OF BEGINNING, containing 3.26 acres, more or less, together with all accretions thereto.



TRACT II

Part of Sections 29, 30, 31 and 32, Township 6 South, Range 6 West of the 5th P. M., and part of Section 8, Township 7 South, Range 6 West of the 5th P. M., and part of Section 36, Township 6 South, Range 6 West of the 5th P. M., with accretions thereto, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section 30, Township 6 South, Range 6 West of the 5th P. M., thence South 89 degrees 27 minutes 15 seconds East 1,340.35 feet to a point; thence South 72 degrees 45 minutes 45 seconds East 226.60 feet to a point; thence along a 524.49 foot radius curve to the right having a chord bearing and distance of South 14 degrees 33 minutes 29 seconds East 376.19 feet to a point; thence South 05 degrees 28 minutes 11 seconds West 80.80 feet to a point; thence along a 357.04 foot radius curve to the left having a chord bearing and distance of South 08 degrees 11 minutes 21 seconds East 243.09 feet to a point; thence South 23 degrees 55 minutes 14 seconds East 172.82 feet to a point; thence South 08 degrees 43 minutes 05 seconds East 164.50 feet to a point; thence along a 416.13 foot radius curve to the left having a chord bearing and distance of South 29 degrees 23 minutes 15 seconds East 292.43 feet to a point; thence South 54 degrees 49 minutes 59 seconds East 191.86 feet to a point; thence along a 242.04 foot radius curve to the right having a chord bearing and distance of South 30 degrees 56 minutes 37 seconds East 256.19 feet to a point; thence South 13 degrees 54 minutes 24 seconds East 176.94 feet to the point of beginning; thence South 13 degrees 54 minutes 24 seconds East 85.12 feet to a point; thence North 90 degrees 00 minutes 00 seconds East 222.04 feet to a point in a chute as shown on survey by Michael D. Granderson dated December 1998; thence along the said chute the following seven (7) courses and distances: thence South 11 degrees 18 minutes 38 seconds East 419.74 feet to a point; thence South 02 degrees 51 minutes 45 seconds East 660.82 feet to a point; thence South 17 degrees 57 minutes 54 seconds East 693.83 feet to a point; thence South 03 degrees 16 minutes 07 seconds West 859.40 feet to a point; thence South 04 degrees 05 minutes 08 seconds West 463.18 feet to a point; thence South 14 degrees 02 minutes 10 seconds West 680.31 feet to a point; thence South 15 degrees 56 minutes 43 seconds West 600.61 feet to a point; thence departing said chute and following the Jefferson Lincoln County Line the following twelve (12) courses and distances: thence North 12 degrees 21 minutes 09 seconds West 1,611.86 feet to a point; thence North 16 degrees 57 minutes 53 seconds West 660.00 feet to a point; thence North 33 degrees 57 minutes 53 seconds West 660.00 feet to a point; thence North 48 degrees 12 minutes 53 seconds West 660.00 feet to a point; thence North 74 degrees 27 minutes 53 seconds West 660.00 feet to a point; thence South 89 degrees 32 minutes 07 seconds West 990.00 feet to a point; thence South 83 degrees 02 minutes 07 seconds West 1,980.00 feet to a point; thence South 75 degrees 02 minutes 07 seconds West 660.00 feet to a point; thence South 65 degrees 32 minutes 07 seconds West 660.00 feet to a point; thence South 60 degrees 02 minutes 07 seconds West 1,320.00 feet to a point; thence South 68 degrees 32 minutes 07 seconds West 695.17 feet to a point; thence South 68 degrees 32 minutes 07 seconds West 624.83 feet to a point; thence South 71 degrees 33 minutes 00 seconds West 229.88 feet to a point; thence departing said County Line South 56 degrees 55 minutes 07 seconds West 392.23 feet to a point at the highwater mark of left bank of the Arkansas River; thence along a 7,392.65 foot radius curve to the left having a chord bearing and distance of North 47 degrees 54 minutes 05 seconds West 2,566.89 feet along the said highwater line to a point; thence departing said highwater line North 38 degrees 09 minutes 51 seconds East 746.37 feet to a point; thence South 44 degrees 58 minutes 04 seconds East 59.69 feet to a point on the South toe of an existing levee; thence along the said South toe the following twenty-two (22) courses and distances: thence North 86 degrees 38 minutes 51 seconds East 825.67 feet to a point; thence North 76 degrees 54 minutes 02 seconds East 625.01 feet to a point; thence North 79 degrees 30 minutes 21 seconds East 1,771.77 feet to a point; thence North 82 degrees 20 minutes 33 seconds East 783.90 feet to a point; thence South 88 degrees 07 minutes 08 seconds East 295.53 feet to a point; thence South 80 degrees 41 minutes 56 seconds East 506.31 feet to a point; thence North 82 degrees 32 minutes 14 seconds East 416.96 feet to a point; thence North 84 degrees 17 minutes 17 seconds East 631.73 feet to a point; thence North 88 degrees 30 minutes 24 seconds East 231.66 feet to a point; thence along a 1,342.45 foot radius curve to the left having a chord bearing and distance of North 79 degrees 44 minutes 57 seconds East 391.43 feet to a point; thence North 72 degrees 30 minutes 56 seconds East 372.54 feet to a point; thence North 63 degrees 38 minutes 50 seconds East 703.88 feet to a point; thence North 61 degrees 31 minutes 16 seconds East 311.59 feet to a point; thence along a 493.32 foot radius curve to the right having a chord bearing and distance of North 79 degrees 47 minutes 24 seconds East 281.95 feet to a point; thence South 84 degrees 10 minutes 20 seconds East 490.15 feet to a point; thence South 86 degrees 19 minutes 33 seconds East 597.96 feet to a point; thence South 81 degrees 23 minutes 50 seconds East 247.16 feet to a point; thence South 85 degrees 01 minutes 09 seconds East 365.77 feet to a point; thence along a 1,424.31 foot radius curve to the right having a chord bearing and distance of South 77 degrees 53 minutes 02 seconds East 201.82 feet to a point; thence South 72 degrees 21 minutes 56 seconds East 241.86 feet to a point; thence South 64 degrees 56 minutes 53 seconds East 277.02 feet to a point; thence North 86 degrees 15 minutes 54 seconds East 51.71 feet to the point of beginning.

## EXHIBIT "C"

### EASEMENT ROADWAY

An easement for ingress and egress over a strip of land situated in the South Half of the Southwest Quarter of Section 29, the South Half of the South Half of Section 30, Township 6 South, Range 5 West, and the Fractional East Half of Section 36, Township 6 South, Range 6 West, all in Jefferson County, Arkansas, said easement being 16 feet in width and 8 feet on each side of a centerline more particularly described as follows:

COMMENCING at a 1.5" Iron Pipe, also being Point of Beginning "A" on the survey plat for Old River Acres Section 3 Subdivision, running thence S55°36'11"W, along the northwesterly boundary of said Old River Acres Section 3 Subdivision, for a distance of 905.19 feet; thence run S50°36'04"E for a distance of 64.04 feet to a 1/2" rebar; thence run S79°43'26"E for a distance of 39.57 feet to a point on the northern right-of-way of a platted road (currently known as Scroggins Road) per Old River Acres Section 3 Subdivision, said point marked by a 1/2" rebar; thence run S61°56'22"W, along said northern right-of-way, for a distance of 23.32 feet to a point on the centerline of a dirt road running northwesterly, said point marked by a 8" spike and being the POINT OF BEGINNING of the herein described easement centerline; thence run along said road centerline the following courses and distances: N68°29'22"W a distance of 19.83 feet, N63°42'43"W a distance of 23.76 feet, N56°31'40"W a distance of 20.30 feet, N48°49'44"W a distance of 31.81 feet, N48°28'10"W a distance of 89.77 feet, N30°01'27"W a distance of 53.61 feet, N36°28'34"W a distance of 40.48 feet, N46°33'01"W a distance of 63.56 feet, N55°22'04"W a distance of 81.34 feet, N55°22'04"W a distance of 31.88 feet, N60°27'02"W a distance of 41.55 feet, N62°45'30"W a distance of 69.48 feet, N71°43'04"W a distance of 53.52 feet, N76°58'54"W a distance of 46.53 feet, N86°02'04"W a distance of 34.75 feet, S79°32'50"W a distance of 36.78 feet, S75°23'28"W a distance of 45.69 feet, N85°18'59"W a distance of 50.41 feet, N64°48'40"W a distance of 50.62 feet, N57°23'51"W a distance of 56.98 feet, N55°33'28"W a distance of 96.16 feet, N66°03'24"W a distance of 51.42 feet, N78°34'44"W a distance of 51.44 feet, N81°12'18"W a distance of 57.24 feet, N78°24'18"W a distance of 103.68 feet, N79°11'20"W a distance of 153.16 feet, N82°21'42"W a distance of 154.57 feet, N84°20'07"W a distance of 153.31 feet, N87°22'52"W a distance of 199.22 feet, N84°46'43"W a distance of 100.61 feet, N81°39'01"W a distance of 159.80 feet, N87°17'00"W a distance of 107.85 feet, N79°32'05"W a distance of 50.89 feet, N73°42'11"W a distance of 102.37 feet, N83°01'58"W a distance of 50.90 feet, S83°25'50"W a distance of 49.65 feet, S80°46'40"W a distance of 50.85 feet, S86°10'17"W a distance of 50.07 feet, N88°04'55"W a distance of 79.56 feet, N84°47'41"W a distance of 219.84 feet, N85°00'23"W a distance of 226.43 feet, N87°26'21"W a distance of 52.96 feet, S89°27'04"W a distance of 50.25 feet, S87°06'08"W a distance of 52.54 feet, S84°14'11"W a distance of 50.17 feet, S82°03'22"W a distance of 52.46 feet, S76°18'04"W a distance of 50.54 feet, S66°17'49"W a distance of 204.65 feet, S63°58'14"W a distance of 55.84 feet, S60°49'48"W a distance of 157.08 feet, S62°32'00"W a distance of 151.85 feet, S63°34'18"W a distance of 104.45 feet, S65°00'33"W a distance of 100.46 feet, S67°26'42"W a distance of 102.96 feet, S66°28'22"W a distance of 105.19 feet, S63°30'39"W a distance of 103.01 feet, S63°33'41"W a distance of 52.22 feet, S66°08'44"W a distance of 52.49 feet, S70°21'50"W a distance of 53.11 feet, S72°09'50"W a distance of 210.52 feet, S73°09'39"W a distance of 104.84 feet, S75°21'54"W a distance of 50.57 feet, S79°12'16"W a distance of 41.94 feet, S82°44'40"W a distance of 114.76 feet, S84°17'26"W a distance of 54.23 feet, S89°14'31"W a distance of 54.37 feet, N89°15'31"W a distance of 90.24 feet, S87°02'56"W a distance of 101.26 feet, S86°43'57"W a distance of 103.26 feet, S83°50'26"W a distance of 81.81 feet, S83°39'44"W a distance of 69.39 feet, S81°56'04"W a distance of 86.85 feet, S84°52'06"W a distance of 101.41 feet, S83°26'52"W a distance of 72.29 feet, S80°41'53"W a distance of 80.94 feet, S80°03'48"W a distance of 129.61 feet, S78°42'39"W a distance of 175.61 feet, S82°52'53"W a distance of 54.90 feet, S87°33'23"W a distance of 51.24 feet, N87°45'12"W a distance of 51.81 feet, N83°40'13"W a distance of 89.40 feet, N81°16'44"W a distance of 117.12 feet, N82°34'39"W a distance of 118.51 feet, N85°09'07"W a distance of 89.90 feet, N82°28'38"W a distance of 70.37 feet, N75°02'19"W a distance of 50.52 feet, N70°33'32"W a

distance of 21.86 feet, N86°10'35"W a distance of 13.81 feet, S74°08'17"W a distance of 27.38 feet, S10°26'13"E a distance of 55.81 feet, S10°06'35"E a distance of 41.53 feet more or less to a point on the northern boundary of a parcel of land described and shown on a plat of survey dated August 19, 2008 by Marion Scott Foster, Arkansas Professional Surveyor No. 1467, said point being on the southern toe of a private levee and said point being the TERMINUS of said easement centerline.



I HEREBY CERTIFY THAT THIS INSTRUMENT  
 WAS FILED AND RECORDED ON THE 23  
 DAY OF March 20 18 AT 1:33  
 BOOK NO 1001 PAGE 782

LAFAYETTE WOODS, SR.  
 JEFFERSON COUNTY, ARKANSAS

BY Flora Bishop DC