

ROW640A

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3-16-98 BOOK de 292 PAGE 116

Town of Olive Branch Mississippi

STATE OF MISSISSIPPI

012-1-00-Q

OCT 01 1998

Do not record above this line

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QUITCLAIM DEED

BK. 292 PG 116
W.E. DAVIS OR CLK.
By S Cleveland

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of One hundred and
no /100 Dollars (\$100.00)

the receipt and sufficiency of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell, convey and quitclaim and release unto the Mississippi Transportation Commission the following described land:

TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI

Section 28; City of Olive Branch

Begin at the point of intersection of the proposed Southeasterly right-of-way line of Mississippi Highway No. 302 with the West line of grantors property as shown on the plats for State Project No. 97-0021-01-014-10; from said point of beginning run thence North 02° 57' East along said West property line, a distance of 111.126 meters (364.59 feet) to a North line of grantors property; thence run North 86° 34' East along said North property line, a distance of 36.774 meters (120.65 feet) to a Westerly line of grantors property; thence run North 13° 33' West along said Westerly property line, a distance of 59.646 meters (195.69 feet) to the proposed Northwesterly right-of-way line of Mississippi Highway No. 302; thence run North 62° 01' East along said proposed Northwesterly right-of-way line, a distance of 101.027 meters (331.45 feet) to a point that is 49.735 meters (163.17 feet) Northwesterly of and perpendicular to the centerline of survey as shown on the plats for said project at Highway Survey Station 151 + 91.032; thence run North 18° 15' East continuing along said proposed Northwesterly right-of-way line, a distance of 31.820 meters (104.40 feet) to the Northerly line of grantors property and the center of Camp Creek; thence run

South 85° 21' East along said Northerly property line, a distance of 33.814 meters (110.96 feet); thence run North 69° 57' East continuing along said Northerly property line, a distance of 19.259 meters (63.19 feet) to the Easterly line of grantors property and the centerline of a local road (known as Pidgeon Roost Road); thence run South 43° 44' East along said Easterly property line, a distance of 180.729 meters (592.94 feet); thence run South 29° 16' West continuing along said Easterly property line, a distance of 35.831 meters (117.56 feet) to the proposed Southeasterly right-of-way line of Mississippi Highway No. 302; thence run South 64° 37' West along said proposed Southeasterly right-of-way line, a distance of 38.074 meters (124.91 feet); thence run South 56° 26' West continuing along said proposed Southeasterly right-of-way line, a distance of 92.662 meters (304.01 feet) to a point that is 152.0 meters (498.69 feet) Southeasterly of and perpendicular to the centerline of survey as shown on the plats for said project at Station 151 + 00; thence run South 82° 27' West, a distance of 176.768 meters (579.95 feet) to the point of beginning and containing 515,596.801 square feet, 4,790 hectares, (11.84 acres), more or less.

All of the above parcel being situated in and a part of the Southwest 1/4 of Southeast 1/4 and the Northwest 1/4 of Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4, City of Olive Branch.

Together with any and all abutters rights of access, if any, in, to, over, on and across the above described parcel of land.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein

named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness my signature the 29th Day of September, A.D., 1995.

City of Olive Branch
By *[Signature]*
Mayor

Grantee, Prepared by and return to:
Miss. Department of Transportation
Right of Way Division
P. O. Box 1850
Jackson, Mississippi 39215-1850
Phone Number: (601) 359-7559
Account No. 97-0021-01-014-10

Grantor Address:
9129 E Ribber Road
Olive Branch, MS 39254
Phone Number: 601-295-3166
Business Number: 601-295-4000

In the case of persons acting in representative capacities:

STATE OF Mississippi
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 27th day of September, 1995, within my jurisdiction, the within named D. Milton Nichols

who acknowledged that (he) (she) is Mayor of City of Olive Branch, MS

and that in said representative capacity (he) (she) executed the above and foregoing instrument, after first having been duly authorized so to do.

Lyle Derry (NOTARY PUBLIC)

My commission expires:

My Commission Expires April 13, 1996

