

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Harold L. Youngman, Sr. and Billie F. Youngman, hereinafter referred to as "Grantor", do hereby grant, bargain, sell and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

As additional consideration it is agreed that Grantor shall be entitled to receive a waiver of one sewer tap on the property over which this Easement is granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working space, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

IN WITNESS WHEREOF the said Grantors have hereunto set their hand and seal, this 13th day of July, 2001.

Harold L. Youngman Sr.
HAROLD L. YOUNGMAN, SR.

Billie F. Youngman
BILLIE F. YOUNGMAN

Witnessed By:

A. S. Davis

Mr. CRATONS - DESOTO CO.
FILE

JAN 7 9 45 AM '02

APPROVED AND ACCEPTED by the
City of Olive Branch

By: Samuel P. Rikard
SAMUEL P. RIKARD, MAYOR



Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

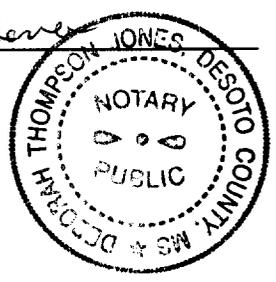
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of July, 2001, within my jurisdiction, A. G. Davis, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Harold L. Youngman, Sr. and Billie F. Youngman, whose names are subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

A. G. Davis
Witness

Debra Thompson Jones
NOTARY PUBLIC



My Commission Expires:

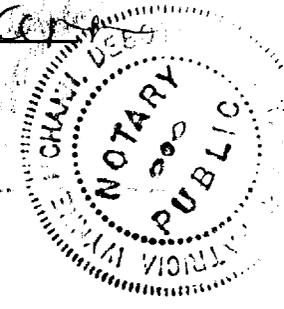
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 21, 2003
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 10th day of December, 2001, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Patricia W. McLean
NOTARY PUBLIC



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 17, 2005
BONDED THRU STEGALL NOTARY SERVICE

PREPARED BY AND RETURN TO: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A.,
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

**HAROLD L. YOUNGMAN, SR.
and wife, BILLIE F. YOUNGMAN
DEED BOOK 251, PAGE 383**

EXHIBIT 1

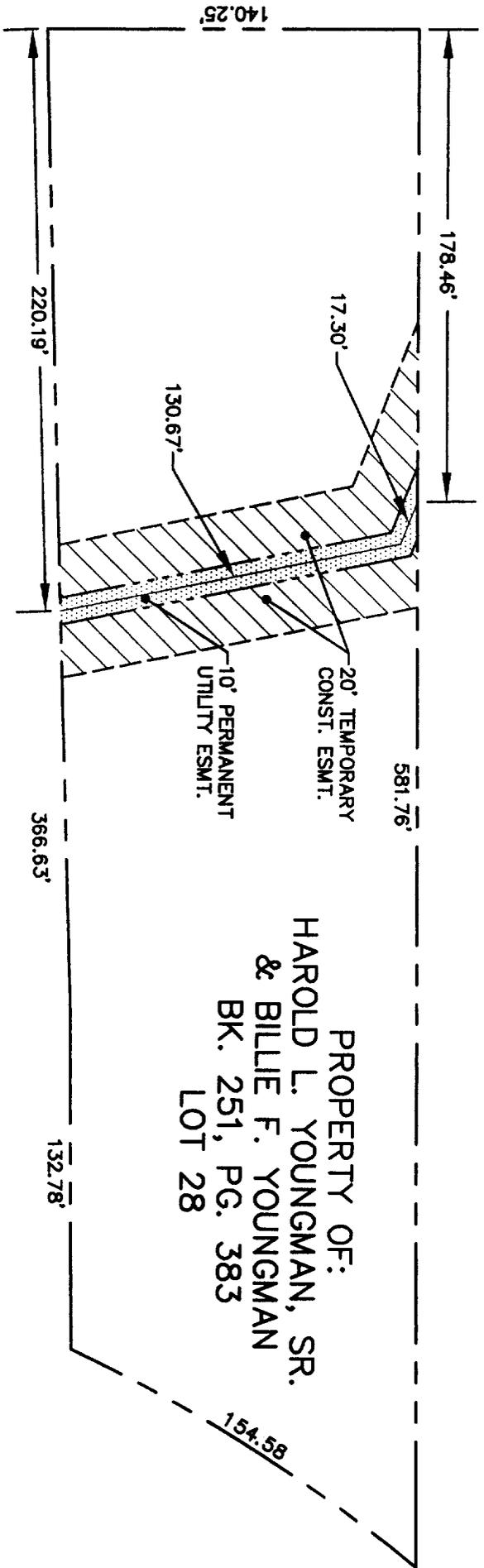
Being a portion of Lot 28, South Manor Estates Section B and lying in Section 3, Township 2 South, Range 7 West in the City of Olive Branch, Desoto County, Mississippi, as recorded in Plat Book 39, Pages 44 and 45 in the office of Chancery Clerk of Desoto County, Mississippi, and being more particularly described as follows:

PERMANENT UTILITY EASEMENT

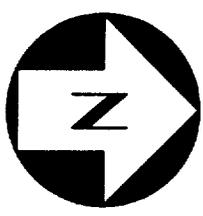
Being a 10 foot wide strip of land and having a centerline described as follows: Beginning at a point on the south property line, said point being approximately 220.19 feet, more or less, east of the southwest property corner of subject property as measured along said south property line; thence in a northerly direction a distance of approximately 130.67 feet to a point; thence in a northwesterly direction a distance of approximately 17.30 feet to a point on the north property line of subject property, said point being approximately 178.46 feet east of the northwest property corner of subject property as measured along said north property line and containing 1,480 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being 20 foot wide strips of land parallel and adjacent to the south, west and east sides of the above described permanent utility easement and containing 6,084 square feet more or less.



PROPERTY OF:
 HAROLD L. YOUNGMAN, SR.
 & BILLIE F. YOUNGMAN
 BK. 251, PG. 383
 LOT 28



SCALE: 1" = 60'

LOT 27

EASEMENT REQUIRED:

UNENCUMBERED: PERM: 1,480 S.F.
 TEMP: 6,084 S.F.
ENCUMBERED: PERM: 0.0 S.F.
 TEMP: 0.0 S.F.

EXHIBIT NO. 1

SHEET 1 OF 1

THIS PROPERTY IS LOCATED IN SECTION 3
 TOWNSHIP 2 SOUTH, RANGE 7 WEST
 DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

THE CITY OF OLIVE BRANCH, MISSISSIPPI
 DESOTO COUNTY
SOUTH MANOR SEWER IMPROVEMENT
 UTILITY EASEMENT

PREPARED BY: F&A BK. 251, PG. 383 TRACT: LOT 28
 DRAFTSMAN: J.A.M. DATE: JULY, 2001