

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, Steven E. Aulman and Charlotte Aulman, 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 6th day of October, 2001.

Steven E. Aulman
STEVEN E. AULMAN

Charlotte Aulman
CHARLOTTE AULMAN

Witnessed By:

A. H. Davis

STATE MS.-DESO TO CO.
FILED

JUN 5 11 38 AM '02

APPROVED AND ACCEPTED by the
City of Olive Branch

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

ATTEST:

Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

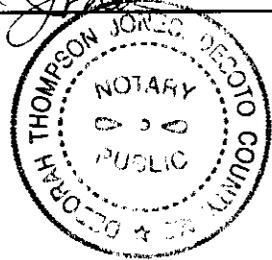
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of October, 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 Steven E. Aulman and Charlotte Aulman, 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

Dwight 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 15th day of May, 2002, 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.

Joanna Wagner
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 20, 2003

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.

**STEVEN E. AULMAN &
wife, CHARLOTTE AULMAN
DEED BOOK 256, PAGE 222**

EXHIBIT 1

Being a portion of Lot 28, Section "B", Quail Hollow Subdivision, lying in Section 24, Township 1 South, Range 7 West, City of Olive Branch, Desoto County, Mississippi, as recorded in Plat Book 24, Pages 44-45 in the Desoto County Chancery Clerk's, Desoto County, Mississippi, and being more particularly described as follows:

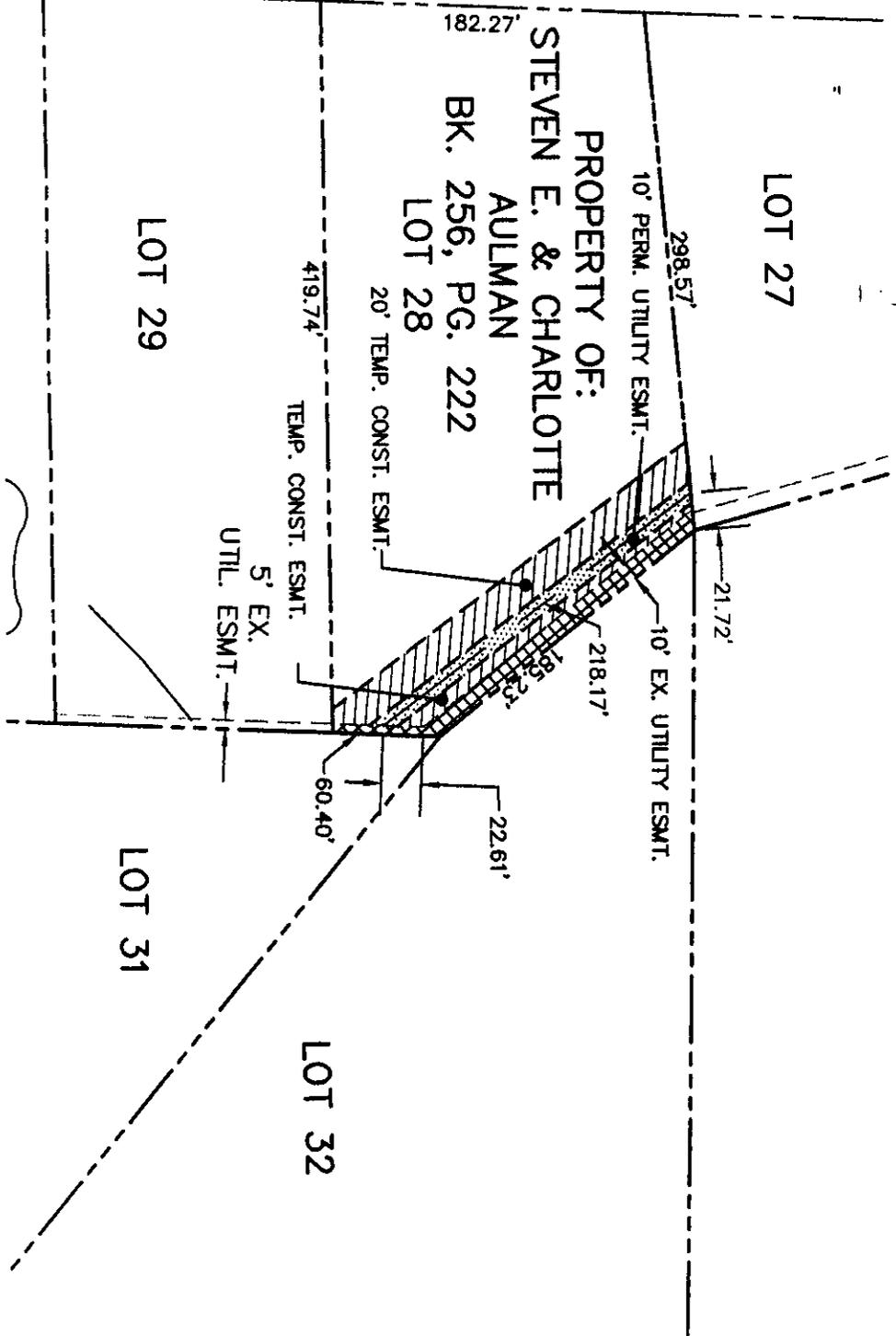
PERMANENT UTILITY EASEMENT

Being a 10 foot wide strip of land having a centerline described as follows: Beginning at a point on the east property line of subject property, said point being 21.72 feet north of the eastern most property corner as measured along said east property line; thence in a southwesterly direction a distance of approximately 218.17 feet to a point on the northern line of an existing 5' wide utility easement, said point being approximately 22.61 feet west of the eastern most corner of said 5 foot wide utility easement and containing 2,182 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being a 20 foot wide strip of land parallel and adjacent to the northwest side of the above described permanent utility easement and also being the strip of land between the above described permanent easement and an existing 5 foot wide utility easement that is adjacent to the southeast property line of subject property and containing 6,159 square feet, more or less.

QUAIL HOLLOW DR.



SCALE: 1" = 100'

EASEMENT REQUIRED:

UNENCUMBERED: PERM: 2,182 S.F. TEMP: 6,159 S.F.
 ENCUMBERED: PERM: 0.0 S.F. TEMP: 0.0 S.F.

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
 DESOTO COUNTY

QUAIL HOLLOW SEWER IMPROVEMENT
 PERMANENT UTILITY EASEMENT

PREPARED BY: F&A BK. 256, PG. 222 TRACT: AULMAN
 DRAFTSMAN: B.S. DATE: NOV., 2000

THIS PROPERTY IS LOCATED IN SECTION 24
 TOWNSHIP 1 SOUTH, RANGE 7 WEST
 DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

HUMPHREYS REALTY, INC.)
 8780 Pleasant Hill Road)
 Olive Branch, MS 38654)
 Home Phone: 601/895-7681)
 Bus. Phone: 601/895-7681)
 Grantor)
 To)
 STEVEN E. AULMAN and wife,)
 CHARLOTTE AULMAN)
 5621 Caroline Drive)
 Walls, MS 38680)
 Home Phone: 601/781-2017)
 Bus. Phone: None)
 Grantees)

WARRANTY DEED

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, HUMPHREYS REALTY, INC. does hereby grant, bargain, sell, convey and warrant unto STEVEN E. AULMAN and wife, CHARLOTTE AULMAN, as tenants by the entirety with full right of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot 28, in Section B of Quail Hollow Subdivision as shown on plat of record in Plat Book 24, pages 44 and 45, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 24, Township 1 South, Range 7 West.

And being the same land conveyed to Humphreys Realty, Inc. by Warranty Deed dated December 11, 1992, and recorded in Book 252, page 130 of the deed records of DeSoto County, Mississippi.

The hereinabove described land is conveyed subject to road rights of way, public utility easements, zoning and subdivision regulations and health department regulations in effect in DeSoto County, Mississippi; restrictive covenants on Section B, Quail Hollow Subdivision as set out on plat of said Subdivision recorded in Plat Book 24, Pages 44 and 45;