

This instrument prepared by:

Gary P. Snyder

Watkins Ludlam Winter & Stennis, P.A.

P.O. Box 1456

Olive Branch, MS 38654

(662) 895-2996

STATE MS. - DESOTO CO. FILED

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BK 428 PG 282
W.F. DAVIS CH. CLK.

INDEXING INSTRUCTIONS:
Record and return to preparer.

STORM WATER DRAINAGE EASEMENT

(Construction by GRANTEE)

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid by the City of Olive Branch, a municipality, hereinafter called GRANTEE, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Kreunen Development, Inc., hereinafter called GRANTOR, does hereby grant and convey to GRANTEE a Permanent Right of Way and Easement and a Temporary Construction Easement for the right, privilege and authority to install, construct, excavate, operate, inspect, maintain, repair, replace in whole or in part, or remove a storm water drainage ditch, an underground storm water drainage line, or other drainage materials or systems and its related appurtenances upon, over or through the parcel of land hereinafter described and being situated in the City of Olive Branch, DeSoto County, Mississippi, to wit:

PERMANENT EASEMENT

Description of a 20 foot wide drainage easement being described as 10 feet each side of the centerline described herein, being located in the Northwest Quarter of the Northeast Quarter and in the Southwest Quarter of the Northeast Quarter of Section 22, Township 1 South, Range 6 West, Olive Branch, DeSoto County, Mississippi and is more particularly described as follows:

Commencing at an iron pin found at the South Corner of Lot 101, Lyons Gate Subdivision, Section "B", said point bearing South 62 degrees 22 minutes 36 seconds West, 1671.82 feet from the North Corner of Section 22, Township 1 South, Range 6 West, run thence North 45 degrees 27 minutes 33 seconds West, 158.89 feet along the Southerly boundary of Lyons Gate Subdivision, Section "B" to a point on said line, said point being the True Point of Beginning for the herein described easement. Thence along the centerline of the herein described easement the following calls and distances. Thence South 48 degrees 39 minutes 58 seconds West, 150.39 feet to a point; thence South 23 degrees 34 minutes 46 seconds West, 151.40 feet to a point; thence South 05 degrees 23 minutes 47 seconds West, 147.22 feet to a point; thence South 00 degrees 34 minutes 59 seconds East, 503.32 feet to a point; thence South 00 degrees 37 minutes 37 seconds East, 753.72 feet to a point; thence South 49 degrees 42 minutes 06 seconds West, 65.65 feet to the endpoint of the herein described centerline easement. Said easement being subject to all codes, restrictions, regulations and rights-of-way of record.

GRANTEE shall have those rights which are required for the safe, reasonable and proper exercise of these purposes for which the easement rights are conveyed and accepted, including the rights of ingress and egress to and from said storm water drainage ditch/line for the purposes aforesaid, the right to remove trees, shrubs, vegetation, debris and non-functioning structures.

GRANTEE shall have the right to remove with the obligation to replace with the same or like kind to substantially the same or better condition, any fences, culverts, lawns, functioning structures (including but not limited to driveways, and/or storm water drainage pipes), soil and other items, except those listed above, whose removal is required for the safe, reasonable and proper exercise of the purposes for which the easement rights are conveyed and accepted.

GRANTOR expressly reserves unto himself, his heirs, successors and assigns, all right, title, interest and privilege as may be exercised without interference with or abridgment of the

easement rights conveyed herein.

GRANTEE agrees that as soon as practicable after disturbance of improvements on or the surface of said parcels of land as a result of the exercise of the rights granted herein, such improvements and/or surfaces shall be restored as outlined hereinabove.

GRANTEE agrees to use reasonable efforts in exercising the easement rights conveyed herein not to unreasonably disturb or interfere with access to, or the business or businesses from time to time conducted on GRANTOR'S property adjacent to the parcel of land herein subjected to permanent easement rights.

GRANTOR and GRANTEE acknowledge, covenant, and/or agree

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTOR'S property, includes compensation for damages, if any, to GRANTOR'S property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTOR'S property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTOR covenants and warrants that he is the lawful owner of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

That GRANTOR accepts the above stated consideration in full settlement of all claims or rights of action accrued, accruing or to accrue to him.

GRANTOR and GRANTEE do hereby stipulate that all right, title, and interest in and to said storm water drainage ditch/line and its related appurtenances shall be vested in GRANTEE.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTOR; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

The Rights herein granted may be assigned in Whole or in Part.

The Temporary Construction Easement shall be of no further effect from and after six (6) months from completion of construction and removal of all equipment.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 10th day of September, 2002.

GRANTOR:
KREUNEN DEVELOPMENT, INC.

BY: [Signature]
Kim Kreunen, as President

Witnessed by: Rosie Smith

GRANTEE:
CITY OF OLIVE BRANCH, MISSISSIPPI

BY: [Signature]
Samuel P. Rikard, Mayor

ATTEST: [Signature]
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 26 day of August, 2002, within my jurisdiction, the within named Kim Kreunen, who acknowledged that he is President of Kreunen Development, Inc., a MS corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Judy Diane Naramore
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 19, 2005
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 September, 2002 within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, duly identified before me, who acknowledged that they are Mayor and City Clerk, respectively, of the City of Olive Branch, Mississippi, a municipal corporation, and that for and on behalf of said municipal corporation, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said municipal corporation so to do.

Jina Rena Williams
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE



Grantor's Address:

P.O. Box 38

Olive Branch, MS 38654

Telephone: 662-895-6025

Business Tel.: 662-895-6025

Grantee's Address:

9189 Pigeon Roost Avenue

Olive Branch, Mississippi 38654

662-895-4131 (Res.)

662-895-4131 (Bus.)

Prepared by and Return to:
Watkins Ludlam Winter & Stennis, P.A.
P.O. Box 1456
Olive Branch, MS 38654-1456
(662) 895-2996