

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, Luis Fernandez and Marnie Fernandez, 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 12<sup>th</sup> day of October, 2002.

*Luis Fernandez*  
LUIS FERNANDEZ  
*Marnie Fernandez*  
MARNIE FERNANDEZ

Witnessed By:  
*[Signature]*

STATE MS.-DESOTO CO.  
FILED  
JAN 9 3 42 PM '03

BK 435 PG 615  
W.E. DAVIS CH. CLK.

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

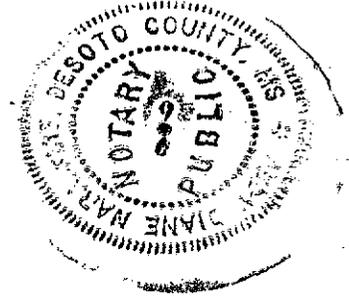
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14<sup>th</sup> day of October, 2002, within my jurisdiction, *Jim E. Bentley*, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that    he saw the within named Luis Fernandez and Marnie Fernandez, whose names are subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed h   name as witness thereto in the presence of same.

*T. E. Bentley*  
Witness

*Judy Diane Naramore*  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 19, 2005  
BONDED THRU STEGALL NOTARY SERVICE

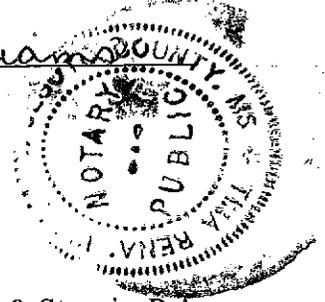


STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 6<sup>th</sup> day of January, 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.

*Jina Rena Williams*  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG 13, 2006  
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.

**LUIS & wife  
MARNIE FERNANDEZ  
DEED BOOK 392, PAGE 709**

**EXHIBIT 1**

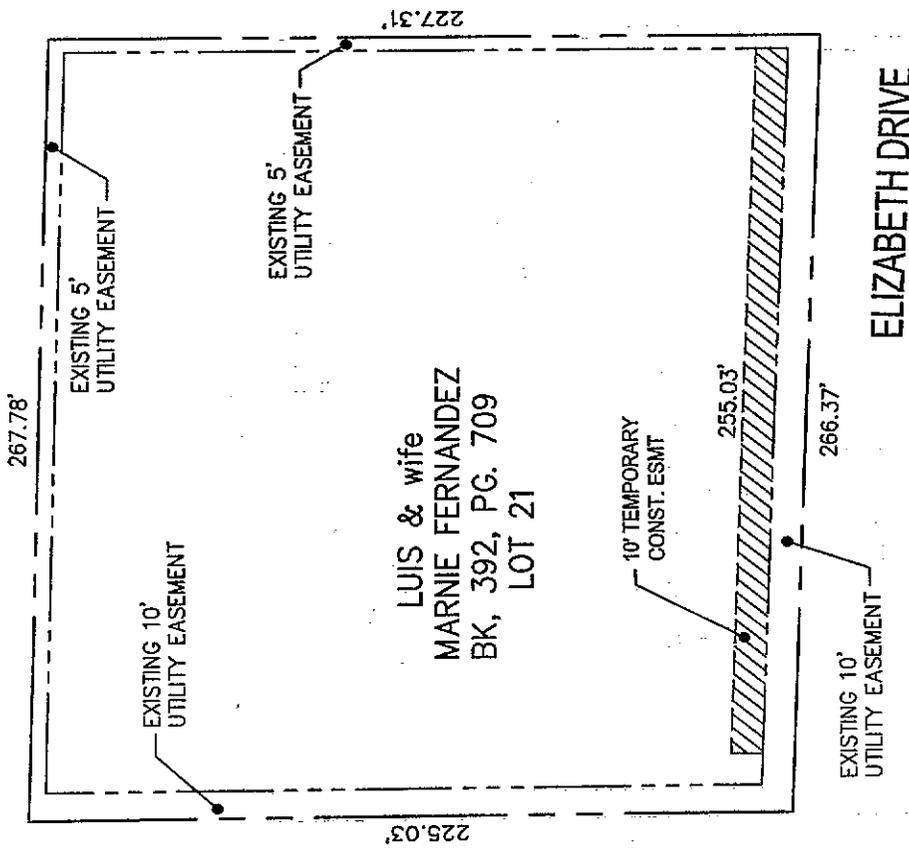
Being a portion of Lot 21, Section "A", Payne Park Subdivision, lying in Section 8, Township 2 South, Range 6 West, City of Olive Branch, Desoto County, Mississippi as recorded in Plat Book 19, Pages 35-37 in the Office of the Chancery clerk of Desoto County, Mississippi, and being more particularly described as follows:

**TEMPORARY CONSTRUCTION EASEMENT**

Being a 10 foot wide strip of land along the north line of an existing 10 foot utility easement adjacent to the south line of subject property and extending westerly a distance of approximately 255.03 feet from the west line of an existing 5 foot utility easement adjacent to the east line of subject property and containing 2,550 square feet more or less.



SCALE: 1" = 60'



EASEMENT REQUIRED:

UNENCUMBERED:  
PERM: 0.0 S.F.  
TEMP: 2,550 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  
PAYNE PARK SEWER IMPROVEMENT

UTILITY EASEMENT

PREPARED BY: F&A BK. 392, PG. 709 TRACT: LOT 21  
DRAFTSMAN: RAP DATE: OCT, 2002

THIS PROPERTY IS LOCATED IN SECTION 8  
TOWNSHIP 2 SOUTH, RANGE 6 WEST  
DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

ELIZABETH DRIVE

FILE: