

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, Homer Skelton and wife, Cathy Skelton, hereinafter referred to as "Grantor", do hereby grant, bargain 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.

With regard to any temporary easement, the easement shall expire upon completion of construction. Completion of construction shall be defined as occurring at the time of final payment being made by Grantee to the Contractor performing the construction work.

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 4<sup>th</sup> day of March, 2003.

*Homer Skelton*  
HOMER SKELTON

*Cathy Skelton*  
CATHY SKELTON

Witnessed By:

*[Signature]*

STATE MS.-DESOTO CO.  
FILED

MAR 26 11 28 AM '03

BK 440 PG 475  
W.E. DAVIS CH. CLK.

ps  
ps

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

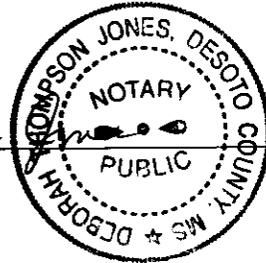
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 4th day of March, 2003, within my jurisdiction, Tim Gearty, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Homer Skelton and wife, Cathy Skelton, 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.

*Tim Gearty*  
Witness

*David Thompson*  
NOTARY PUBLIC



My Commission Expires:

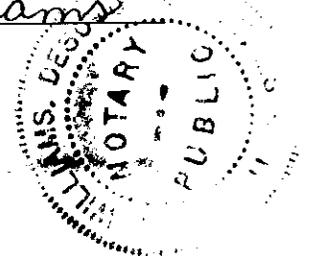
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 21, 2003  
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 34th day of March, 2003, 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.

**HOMER SKELTON and wife,  
CATHY SKELTON  
BOOK 351, PAGE 652**

**EXHIBIT 1**

Being a portion of the Homer Skelton property, lying in the Northwest Quarter of Section 23, Township 1 South, Range 7 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Book 351, Pages 652 in the Desoto County Chancery Clerk's Office, and being more particularly described as follows:

**PERMANENT UTILITY EASEMENT**

Being a ten foot wide strip of land having a centerline starting at a point approximately 346.13 feet west of the southeast property corner as measured along the southeast property line; thence in a southeasterly direction an approximate distance of 29.51 feet to a point; thence in a southwesterly direction an approximate distance of 120.98 feet to a point on the south property line of subject property, said point being approximately 337.14 feet west of the southeast property corner as measured along the south property line and containing 1,505 square feet, more or less.

**TEMPORARY CONSTRUCTION EASEMENT**

Being a 20 foot wide strip of land along the east and west lines of the above described permanent utility easement and a 20 foot strip of land along to the south property line extended approximately 1,656.43 feet west of the previously described temporary construction easement and containing 48,880 square feet, more or less.

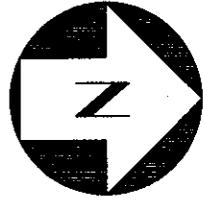
STATE LINE ROAD

MALONE ROAD

610.75'

291.89'

309.93'



SCALE: 1" = 300'

HOMER SKELTON and wife,  
CATHY SKELTON  
BK. 351, PG. 652

996.08'

670.83'

461.13'

1,656.43'

2282.31'

20' TEMP. CONST.  
ESM'T

10' PERMANENT  
UTILITY ESM'T.

1262.23'

55.33'

276.13'

331.46'

49.28'

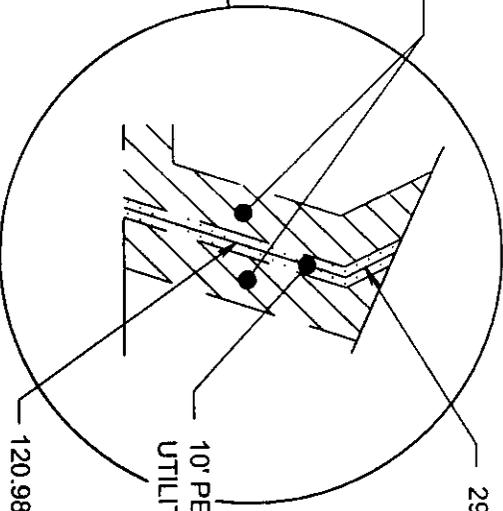
20.72'

337.14'

20' TEMPORARY  
CONST. ESM'T.

29.51'

10' PERMANENT  
UTILITY ESM'T.



120.98'

EASEMENT REQUIRED:

UNENCUMBERED: ENCUMBERED:  
PERM: 1,505 S.F. PERM: 0.0 S.F.  
TEMP: 48,880 S.F. TEMP: 0.0 S.F.

**EXHIBIT NO. 1**

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI  
DESOTO COUNTY

2002 SEWER IMPROVEMENTS

UTILITY EASEMENT

PREPARED BY: F&A BK. 351 PG. 652 TRACT: SKELTON

DRAFTSMAN: KWC DATE: NOV., 2002

THIS PROPERTY IS LOCATED IN THE NW 1/4 OF  
SECTION 23, TOWNSHIP 1 SOUTH, RANGE 7  
WEST, DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY