

SEWER EASEMENT AND RIGHT-OF-WAY GRANT

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Banks Farms LP, whose current mailing address is P.O. Box 160 Hernando, Mississippi 38632 herein after referred to as GRANTOR does hereby grant, bargain, sell, convey and deliver unto the City of Hernando, Mississippi, a Mississippi Municipal Corporation, hereinafter referred to as GRANTEE, its successors and/or assigns an easement and right-of-way to construct, erect, lay, inspect, operate, maintain, repair, replace and remove one sewer main, and pipe to be buried a minimum of 48 inches under the ground, under and through a strip of land 30 feet (30') in width during the period of initial sewer main construction to commence no sooner than the date of the execution of this instrument and all construction to be completed within sixty (60) days of the date of commencement, provided however, that said easement and right-of-way shall revert to 10 feet (10') in width subsequent to such completion of the construction. Said easement and right-of-way being more particularly described on Exhibit "A" attached hereto and made a part hereof. All surveys and descriptions to be done on the N.G.S. Mississippi State Plane Coordinates. That the aforesaid ten (10') feet wide easement shall be a perpetual easement to run with the land.

All equipment and appurtenances necessary for Grantee's use of this sewer main must be kept within the herein described right-of-way and easement. The construction by Grantee for the herein described sewer main will not alter or impede the natural flow of water but, if it does, it will be corrected at Grantee's expense.

The Grantee shall have full right and obligation to clear, and keep clear, the right-of-way herein granted and all vegetation, trees, timber, undergrowth and other obstructions which might interfere with the construction or maintenance of said sewer main and appurtenances, or endanger the same, provided however that Grantor or his assigns shall be compensated for all damages done by Grantee including its successors, assigns, contractors and/or subcontractors to crops, fences, driveways, entrances, parking areas, improvements or any other agricultural produce occasioned by Grantee's operations or by the exercise of the rights herein granted with the exception of the year 2004. The Grantee shall have the easement area clearly marked with flags for location

purposes. The Grantee agrees that in the event that any erosion occurs along hurricane creek that in any way interfere's with the use of said sewer main that the Grantee shall be responsible for any required maintenance. Grantor will not be liable for ditch bank erosion or any damage done to Grantee's sewer main, pipes, equipment, appurtenances or any other property owned or operated by the Grantee, its successors, assigns, contractors and/or subcontractors.

Other utilities may be involved in, around, near or in close proximity to this easement and right-of-way and it is specifically the responsibility of the Grantee to discover, find, reveal, disclose and notify such utilities and coordinate all of the construction, operation, maintenance, replacement, repairs on this sewer main with any and all other utilities that may be involved in, around, near or in close proximity to this easement. Grantor will not be liable in any way for damage done to any other utility or Grantee's equipment or personnel.

If the Grantee, its successor, assigns, contractors and/or subcontractors deviates from this easement, the Grantor will not be responsible for any damages done to the Grantee's sewer main, pipe or any other equipment and furthermore the Grantor may, at its own discretion, allow that portion of the sewer main that deviated from the easement to remain on Grantor's property but Grantor has the right to demand Grantee to remove such portion of the sewer line that deviated from the easement at anytime without cause and Grantee will take all necessary steps to remove and relocate within one hundred twenty days of notification at Grantee's expense and the Grantee will restore the relevant portion of the property to the state prior to the disturbance at the Grantee's expense.

Grantor has an existing pivot irrigation system that will be allowed to operate over this easement without impedient by Grantee. If such pivot irrigation system cannot operate correctly due to construction, maintenance or operation of Grantee's, sewer line, Grantee will be liable and responsible to immediately correct the problem at Grantee's expense.

Grantee's access to this easement will be along the already existing easement obtained from the "Clo -Play Sewer Project" that exists along the west side of the Highway 51 right-of-way. To have and to hold unto Grantee, its successors and assigns, with full rights of ingress and egress at all times, so long as the rights and easement

herein granted, or any of them, shall be used by or useful to, Grantee for the purpose herein granted. The City of Hernando, Mississippi will not use this easement and right-of-way or allow any other person or entity to utilize this easement for any purpose other than indicated above without the expressed written consent from Banks Farms LP and/or any future owner of the property.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the Grantee. This agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

This easement will not prohibit the use or construction of present or future driveways, parking areas, entrances, erosion control structures or ditches on the Grantor's property or over this easement and right-of-way so long as such use does not interfere with operation and maintenance of the sewer line. Grantee will, at its expense, construct the sewer main and pipe such that any present or future driveways, parking areas, entrances, erosion control structures and ditches may be used or installed by Grantor and will not harm or damage the sewer main and pipe. Any and all work done by the Grantee for maintenance or repairs to the sewer main and pipe described in this easement and right-of-way that involves the disturbance of present or future driveways, parking areas, entrances, erosion control structures or ditches will be done at Grantee's expense. Further, Grantee, its successors, assigns, contractors and/or subcontractors will restore any driveways, parking areas, entrances, erosion control structures and/or ditches to the state prior to the disturbance with all costs borne by Grantee. Grantor shall not construct nor permit to be constructed any house buildings, or other permanent structures on/or over , or that will interfere with the construction, maintenance or operation of the sewer main and pipe described in this easement and right-of-way.

Grantor covenants and warrants that it is the lawful owner of the above described property free and clear of any unstated liens, encumbrances or imperfections and warrant the title to the same with the exception of the right of way previously conveyed to Mississippi Valley Gas Company and which easement has been filed of record.

The Grantee shall indemnify and hold Grantor harmless from any and all liability which it may incur and any and all losses or damages which it may suffer as a result of the Grantee's exercise of its rights under this easement, including any liability, losses or

damages resulting from any personal injury or damage to property arising out of the construction, inspection, operation, maintenance, repair, replacement or removal of the above described sewer main and pipe. This includes any mowing or ground maintenance along the easement area. That in the event any of the conditions of this easement are breached by either party the offended party shall have the right to recover reasonable legal expenses and cost to remedy any such breach as a result of any damage to the Grantor's property.

In Witness Whereof, the Grantor herein has executed this conveyance, on this the 13th day of April 2004.

BANKS FARMS, LP

Daniel W. LeBlond, Jr.

By: Daniel W. LeBlond, Jr.
Title: General Partner

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 April, 2004, within my jurisdiction, the within named Daniel W. LeBlond, Jr., who acknowledged that he is a General Partner of Banks Farms, LP and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

James H. Riley
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 15, 2004
BONDED THRU STEGALL NOTARY SERVICE



GRANTOR'S ADDRESS:

P.O. Box 160
Hernando, MS 38632
Home Ph.: N/A
Work Ph.: 662-429-6331

GRANTEE'S ADDRESS:

475 West Commerce Street
Hernando, MS 38632
Home Ph.: N/A
Work Ph.: 662-429-9092

Prepared by:

Kenneth E. Stockton
Attorney at Law
5 West Commerce Street
Hernando, MS 38632
662-429-3469

EXHIBIT "A"

APR 20 2 01 PM '04

*HERNANDO SEWER (COUNTRY HAVEN)
SOUTH OF HURRICANE CREEK
PERMANENT SEWER EASEMENT*470 PG 104
OK. CLK!

Commencing at the southwest corner of Section 25, Township 2 South, Range 8 West (N1955628.72, E2,399627.2); thence South 89 degrees 27' 08" West a distance of 3521.54 to a point; thence South 89 degrees 18' 24" West a distance of 756.56 to a point; thence South 89 degrees 12' 36" West a distance of 38.56 to a point; thence North 00 degrees 47' 22" West a distance of 156.45 to a point; thence North 05 degrees 01' 13" East a distance of 16.97 to a point; thence North 88 degrees 35' 53" West a distance of 148.51 to a point; thence South 01 degrees 22' 38" West a distance of 35.86 to a point; thence South 58 degrees 29' 41" West a distance of 155.19 to a point; thence South 48 degrees 08' 39" West a distance of 60.75 to a point; thence South 00 degrees 56' 16" E a distance of 24.09 to a point; thence S 24 degrees 17' 28" West a distance of 323.71 to a point; thence South 30 degrees 26' 39" West a distance of 217.17 to a point; thence South 36 degrees 50' 47" West a distance of 147.08 to a point; thence South 13 degrees 13' 18" West a distance of 36.28 to a point; thence South 83 degrees 49' 30" East a distance of 20.64 to a point (N1954995.75, E2369405.84), said point being the true Point of Beginning for the Hernando Sewer (Country haven) Permanent Sewer Easement; thence South 83 degrees 49' 30" East a distance of 15.15 to a point, thence south 15 degrees 00' 11" West a distance of 168.62 to a point; thence South 31 degrees 47' 01" East a distance of 15.48 to a point; thence South 76 degrees 47' 01" East a distance of 134.17 to a point; thence South 65 degrees 32' 01" East a distance of 41.49 to a point; thence South 43 degrees 02' 00" East a distance of 152.32 to a point, thence South 65 degrees 32' 01" East a distance of 109.50 to a point; thence South 88 degrees 02' 01" East a distance of 107.09 to a point; thence North 80 degrees 42' 59" East a distance of 273.25 to a point; thence South 87 degrees 45' 55" East a distance of 41.94 to a point; thence South 65 degrees 32' 01" East a distance of 442.81 to a point; thence South 68 degrees 27' 09" East a distance of 170.35 to a point; thence South 45 degrees 23' 48" East a distance of 132.69 to a point (N1954313.17, E2397831.96) 84.0 feet west of the centerline of U.S. Highway 51; thence South 00 degrees 57' 09" East a distance of 113.70 to a point (N1953179.63, E2397850.81) 84.0 feet west of said centerline of U.S. Highway 51; thence North 89 degrees 48' 53" West a distance of 10.00 to a point; thence North 00 degrees 57' 09" West a distance of 1129.42 to a point; thence North 45 degrees 23' 48" West a distance of 126.57 to a point, thence North 68 degrees 27' 09" West a distance of 168.56 to a point; thence North 65 degrees 32' 01" West a distance of 441.10 to a point; thence North 87 degrees 45' 55" West a distance of 38.97 to a point thence South 80 degrees 42' 59" West a distance of 273.22 to a point; thence North 88 degrees 02' 01" West a distance of 110.06 to a point; thence North 65 degrees 32' 01" West a distance of 113.48 to a point, thence North 43 degrees 02' 00" West a distance of 152.32 to a point; thence North 65 degrees 32' 01" West a distance of 38.51 to a point; thence North 76 degrees 47' 01" West a distance of 137.32 feet to a point; thence North 31 degrees 47' 01" West a distance of 23.87 to a point; thence North 13 degrees 18' 56" East a distance of 170.75 to the Point of Beginning; containing 0.68 acres or 229662.60 square feet more or less. Coordinates and bearings shown are based on the Mississippi State Plane Coordinate System, West Zone, NAD 83. The above description was written from a plat of survey by Jones-Davis & Associates, Inc. Dated May 22, 2003. *Lying in the SW 1/4,*

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