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STATE MS.-DESOTO

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W.E. DAVIS CH. CLK.

Prepared by:  
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To the Chancery Clerk of DeSoto County, Mississippi:  
The real property described herein is situated in the Northeast Quarter Section 31, Township 2 South, Range 6 West, DeSoto County, Mississippi.

**PERMANENT SEWER EASEMENT AND TEMPORARY  
CONSTRUCTION EASEMENT AGREEMENT**

THIS PERMANENT SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into as of the 30 day of April, 2004 (the "Effective Date"), by and between **WILLIAM T. HAWKS** and **DIANE HAWKS** (collectively, the "Grantors") and **DESOTO COUNTY, MISSISSIPPI BOARD OF EDUCATION** (the "Grantee").

WITNESSETH

**WHEREAS**, Grantee is the owner of that certain tract of land situated in DeSoto County, Mississippi, being more particularly described in Exhibit A attached hereto (the "Grantee Property"); and

**WHEREAS**, Grantors are the owners of those certain tracts or parcels of land, which lie adjacent to the Grantee Property (the "Grantors' Property"); and

**WHEREAS**, in connection with the development of the Grantee Property, Grantee has requested from Grantors, and Grantors are desirous of granting to Grantee, a permanent sewer easement and a temporary construction easement over and across those portions of Grantors' Property as more particularly described in this Agreement and the exhibits hereto.

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Permanent Sewer Easement. Grantors do hereby sell, grant and convey to Grantee a fifty (50) foot permanent sewer easement (the "Permanent Sewer Easement") over and across that certain portion of Grantors' Property being more particularly described in Exhibit B attached hereto, for the construction, maintenance, repair, replacement and operation of a sanitary sewer line and any appurtenances thereto.

2. Temporary Construction Easement. Grantors do hereby sell, grant and convey to Grantee a twenty-five (25) foot temporary construction easement (the "Temporary Construction Easement") along the north and a portion of the south lines of the Permanent Sewer Easement, as more particularly depicted on Exhibit B attached hereto, for the construction of the sanitary sewer line in accordance with the terms and provisions hereof.

The Temporary Construction Easement shall remain in effect from after the Effective Date through and including the earlier of (a) the issuance of a certificate of occupancy for a school building to be constructed by Grantee on the Grantee Property or (b) the second (2<sup>nd</sup>) anniversary of the Effective Date.

3. Duration. The agreements contained herein and the rights granted hereby shall run with the title to the Grantor Property, as may be now or hereafter subdivided, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Dedication of Easement. As soon as practicable following completion of the sanitary sewer line, Grantee shall use its best efforts to dedicate the Permanent Sewer Easement and the improvements constructed thereon to the public body having jurisdiction over same, and Grantors agree to execute all necessary and appropriate documents in connection therewith.

5. Damage to Grantors' Property. If, in the process of utilizing the Permanent Sewer Easement or Temporary Construction Easement (collectively the "Easements") granted hereunder, Grantee damages, destroys, or in any way impairs Grantors' Property, or any improvements of Grantors located thereon, Grantee shall restore Grantors' Property and any such improvements to their original condition.

6. Governing Law. This Agreement shall be governed by the laws of the State of Mississippi.

7. Entire Agreement. This instrument contains all of the agreements and stipulations between Grantors and Grantee and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the granting of the easements under this Agreement.

8. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

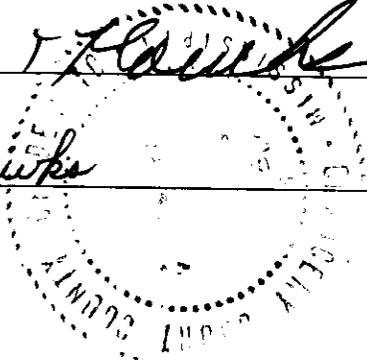
9. Counterpart. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written, although actually executed on the respective dates set forth in the acknowledgments.

- GRANTORS -

William T. Hawks  
William T. Hawks

Diane Hawks  
Diane Hawks



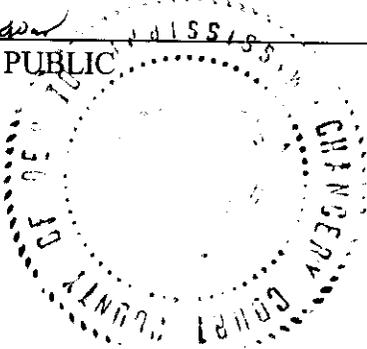
STATE OF Miss

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of April, 2004, within my jurisdiction, the within named **WILLIAM T. HAWKS**, who acknowledged that he executed the above and foregoing Agreement.

W.D. Green  
NOTARY PUBLIC

My Commission Expires:  
Jan 7, 2008  
[AFFIX NOTARIAL SEAL]



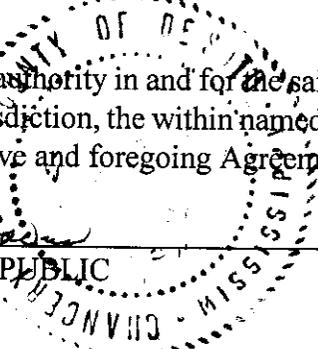
STATE OF Miss

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30 day of April, 2004, within my jurisdiction, the within named **DIANE HAWKS**, who acknowledged that she executed the above and foregoing Agreement.

W.D. Green  
NOTARY PUBLIC

My Commission Expires:  
Jan 7, 2008  
[AFFIX NOTARIAL SEAL]



**- GRANTEE -**DESOTO COUNTY, MISSISSIPPI BOARD OF  
EDUCATION

ATTEST:

Stephen W. Dodd  
Secretary, Desoto County,  
Mississippi Board of Education

By: Ann O. Jolley  
Its: President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30<sup>th</sup> day of April, 2004, within my jurisdiction, the within named Ann O. Jolley, who acknowledged that he/she is the President of **DESOTO COUNTY, MISSISSIPPI BOARD OF EDUCATION**, and that for and on behalf of the said **DESOTO COUNTY, MISSISSIPPI BOARD OF EDUCATION**, and as its act and deed, he/she executed the above and foregoing Agreement, after first having been duly authorized by said **DESOTO COUNTY, MISSISSIPPI BOARD OF EDUCATION** so to do.

Corinne H. Scott  
NOTARY PUBLIC



My Commission Expires:

Mar. 6, 2006  
[AFFIX NOTARIAL SEAL]

## Exhibit "A"

Commencing at the southwest corner of section 30, township 2 south, range 6 west; thence south 89 degrees 51 minutes 32 seconds east along the south line of section 30, 2640.00 feet to a set 1/2" rebar with plastic cap in a west line of said property recorded in Book 124, Page 179 and the east line of the Barry Bridgforth, etal property recorded in Will Book 21, Page 261, said point being the true POINT OF BEGINNING; thence eastwardly across said property recorded in Book 124, Page 179 the following calls: south 86 degrees 14 minutes 28 seconds east, 396.21 feet to a set 1/2" rebar with plastic cap; south 89 degrees 52 minutes 07 seconds east, 2249.01 feet to a set 1/2" rebar with plastic cap in the west line of Craft Road (80' R.O.W.); thence southwardly along the west line of said Craft Road the following calls: south 00 43 minutes 55 seconds west, 296.84 feet to a point; south 00 degrees 14 minutes 01 seconds west, 304.52 feet to a point; south 01 degrees 17 minutes 54 seconds west, 371.07 feet to a point; south 01 degrees 03 minutes 20 seconds west, 668.61 feet to a point; south 00 degrees 43 minutes 44 seconds west, 403.74 feet to a point; south 01 degrees 16 minutes 27 seconds west, 178.05 feet to a point; south 02 degrees 04 minutes 44 seconds west, 286.94 feet to a point; south 00 degrees 48 minutes 17 seconds west, 181.50 feet to a point; south 00 degrees 10 minutes 08 seconds east, 277.90 feet to a point; south 00 degrees 51 minutes 06 seconds west, 156.17 feet to a set 1/2" rebar with plastic cap in the top of an existing berm; thence northwestwardly across said property recorded in Book 124, Page 179 and along the top of said existing berm the following calls: north 61 degrees 11 minutes 30 seconds west, 24.59 feet to a point; north 47 degrees 22 minutes 11 seconds west, 44.66 feet to a point; north 46 degrees 21 minutes 59 seconds west, 60.49 feet to a point; north 45 degrees 32 minutes 38 seconds west, 59.82 feet to a point; north 45 degrees 44 minutes 21 seconds west, 62.59 feet to a point; north 44 degrees 18 minutes 02 seconds west, 56.31 feet to a point; north 41 degrees 37 minutes 31 seconds west, 56.45 feet to a point; north 40 degrees 30 minutes 25 seconds west, 57.04 feet to a point; north 39 degrees 49 minutes 18 seconds west, 59.93 feet to a point; north 52 degrees 42 minutes 40 seconds west, 59.69 feet to a point; north 55 degrees 50 minutes 33 seconds west, 58.39 feet to a point; north 56 degrees 42 minutes 17 seconds west, 59.51 feet to a point; north 51 degrees 12 minutes 56 seconds west, 62.40 feet to a point; north 43 degrees 19 minutes 40 seconds west, 57.91 feet to a point; north 44 degrees 54 minutes 33 seconds west, 60.17 feet to a point; north 18 degrees 46 minutes 58 seconds west, 55.89 feet to a point; north 08 degrees 17 minutes 42 seconds west, 59.54 feet to a point; north 25 degrees 33 degrees 49 seconds west, 52.02 feet to a point; north 46 degrees 40 minutes 16 seconds west, 50.94 feet to a point; north 56 degrees 52 minutes 24 seconds west, 52.11 feet to a point; north 55 degrees 29 minutes 32 seconds west, 56.58 feet to a point; north 49 degrees 39 minutes 13 seconds west, 55.28 feet to a point; north 49 degrees 25 minutes 17 seconds west, 47.91 feet to a point; north 40 degrees 08 minutes 19 seconds west, 56.71 feet to a point; north 29 degrees 15 minutes 14 seconds west, 52.98 feet to a point; north 25 degrees 42 minutes 42 seconds west, 53.65 feet to a point; north 24 degrees 08 minutes 35 seconds west, 47.52 feet to a point; north 25 degrees 57 minutes 43 seconds west, 61.35 feet to a point; north 38 degrees 15 minutes 30 seconds west, 145.47 feet to a point in the existing centerline of a ditch; thence southwestwardly across said property recorded in Book 124, Page 179 and along the existing centerline of said ditch the following calls: south 22 degrees 48 minutes 01 seconds west, 123.50 feet to a point; south 59 degrees 02 minutes 48 seconds west, 50.56 feet to a point; south 79 degrees 43 minutes 05 seconds west, 62.70 feet to a point; south 47 degrees 17 minutes 55 seconds west, 62.58 feet to a point; south 58 degrees 01 minutes 41 seconds west, 282.38 feet to a point; south 58 degrees 02 minutes 50 seconds west, 313.18 feet to a point; south 52 degrees 23 minutes 56 seconds west, 87.77 feet to a point; south 61

degrees 18 minutes 38 seconds west, 225.06 feet to a point; south 56 degrees 25 minutes 32 seconds west, 175.21 feet to a point; south 57 degrees 01 minutes 11 seconds west, 342.02 feet to a point; south 59 degrees 45 minutes 06 seconds west, 123.87 feet to a point in a west line of said property recorded in Book 124, Page 179 and the east line of said property recorded in Will Book 21, Page 261; thence north 00 degrees 08 minutes 28 seconds west along a west line of said property recorded in Book 124, Page 179 and the east line of said property recorded in Will Book 21, Page 261 and passing a set 1/2" rebar with plastic cap at 50.00 feet and for a total of 2933.20 feet to the Point of Beginning and containing 150.304 acres of land.

