

JUN 9 4 14 PM '04 ^{pa} ₁₃₂

SANITARY SEWER EASEMENT

BK 474 PG 132
W.F. DAVIS CH. CLK.

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, I, Robert Young, 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 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 use and enjoy the above described premises, subject to the rights herein 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, Grantor/Grantee to mutually agree on any work space other than designated on Exhibit 1 as Temporary Construction Easement.

Grantor represents that the above described land is not rented at the present time.

The temporary construction easement is not an encumbrance upon the property and shall be in effect only during sewer installation, but at no time thereafter.

Temporary construction easement shall exclude the storage building, fruit trees and flower beds, within one (1) foot of the same.

Access to the manhole is to be by the permanent construction easement only.

Grantee will replace drainage swales on the east and south in the condition as existed before commencement of construction.

Grantee will grade and level all areas disturbed by construction..

Grantee will sod or seed areas disturbed by construction with the same kind of grass as existed at the time of commencement of construction.

Grantee will return and fill in any sunken areas.

Grantee will be responsible for a period of two years for removal of any tree or trees which die within or adjacent to the sewer easement where the sewer easement is excavated, or within the drip line of said tree or trees.

Grantor acknowledges that he has the right to demand compensation for the granting of this Easement and hereby waives same.

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 Grantor has hereunto set his hand and seal, this 14 day of May, 2004.

Robert Young
ROBERT YOUNG

Witnessed By:

Dina Le

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 14th day of May, 2004, within my jurisdiction, Dina Le, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that 5 he saw the within named Robert Young, whose name is subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed her name as witness thereto in the presence of same.

Witness

Dina Le

Judy Diane Notariello
NOTARY PUBLIC



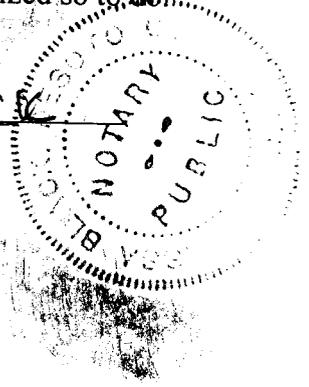
My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 19, 2005
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 7th day of June, 2004, 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.

Melissa Black
NOTARY PUBLIC



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 11, 2007
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.

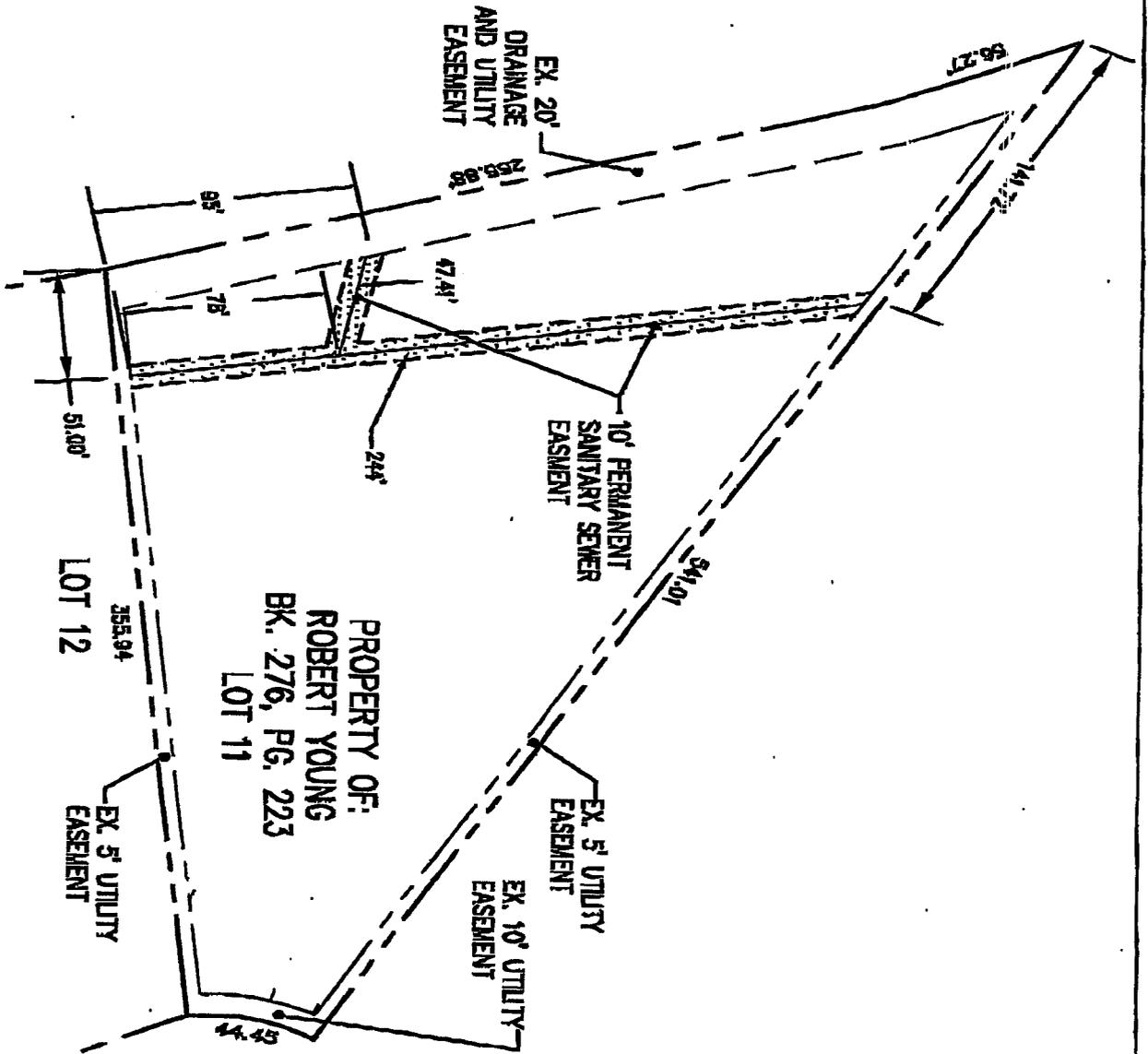
**ROBERT YOUNG
DEED BOOK 276, PAGE 223**

EXHIBIT 1

Being a portion of Lot 11, South Manor Estates Subdivision, First Revision, Sections 2 & 3 lying in Section 2, Township 2 South, Range 7 West, City of Olive Branch, Desoto County, Mississippi as recorded in Plat Book 36, Pages 2 & 3 in the office of the Chancery Clerk of Desoto County, Mississippi, and being more particularly described as follows:

PERMANENT SANITARY SEWER EASEMENT

Being a 10 foot wide strip of land having a centerline being more particularly described as follows: Beginning at a point, said point being 51.00 feet north and 5.0 feet west of the southeast corner of subject property as measured along the east line of subject property; thence in a westerly direction a distance of 244.00 feet to a point on the east line of an existing 5.0 utility easement along the west line of subject property, said point being 141.72 feet northeast and 5.0 feet east of the southwest corner of subject property as measured along said west line of the property and also another 10 foot wide strip of land beginning at a point on the centerline previously described at a point 78 feet west of the east end; thence in a southwesterly direction an approximate distance of 47.71 feet to a point on the existing 20 foot drainage and utility easement along the south property line of subject property, said point being 95 feet west of the southeast property corner and containing a total area of 2,862 square feet, more or less.



PROPERTY OF:
 ROBERT YOUNG
 BK. 276, PG. 223
 LOT 11

LOT 12

UNENCUMBERED: ENCUMBERED:
 PERM: 2,862 S.F. PERM: 0.0 S.F.
 TEMP: 0.0 S.F. TEMP: 0.0 S.F.

EASEMENT REQUIRED:

SCALE: 1" = 60'



EXHIBIT NO. 1
 SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
 DESOTO COUNTY
SOUTH MANOR SEWER IMPROVEMENT
 SANITARY SEWER EASEMENT

PREPARED BY: F&A BK 276, PG. 223 TRACT: O.B. LOT 11
 DRAFTSMAN: D.D. DATE: SEPT., 2001

THIS PROPERTY IS LOCATED IN SECTION 2
 TOWNSHIP 2 SOUTH, RANGE 7 WEST
 DESOTO COUNTY, MISSISSIPPI

| NO. | DESCRIPTION | DATE | BY |
|-----|------------------|----------|-----|
| 1 | Revised Easement | 01-29-04 | KHW |