

UTILITY 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, Roy G. McRae and wife, Brenda S. McRae, 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.

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 spaces, 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.

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.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal, this 8th day of MAY, 2004.

Roy G. McRae
ROY G. MCRAE

Brenda S. McRae
BRENDA S. MCRAE

Witnessed By: [Signature]

APPROVED AND ACCEPTED by the City of Olive Branch

By: [Signature]
SAMUEL P. RIKARD, MAYOR

STATE MS.-DESOTO CO.
FILED
JUN 9 4 15 PM '04

BK 474 PG 137
W.F. DAVIS CH. CLK.

ATTEST:

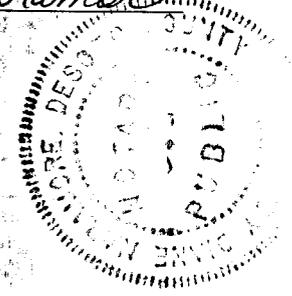
Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of May, 2004, within my jurisdiction, Jim E. Gentry, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Roy G. McRae and wife, Brenda S. McRae, 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.

[Signature]
Witness

Judy Diane Naramore
NOTARY PUBLIC



My Commission Expires:

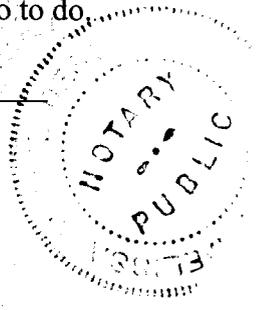
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 19, 2005
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 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 Tim Gentry, City of Olive Branch, 9189 Pigeon Roost,
Olive Branch, MS 38654, 662-893-5288.

Return to: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A.,
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996

**BRENDA S. McRAE a married person
DEED BOOK 369, PAGE 200**

EXHIBIT 1

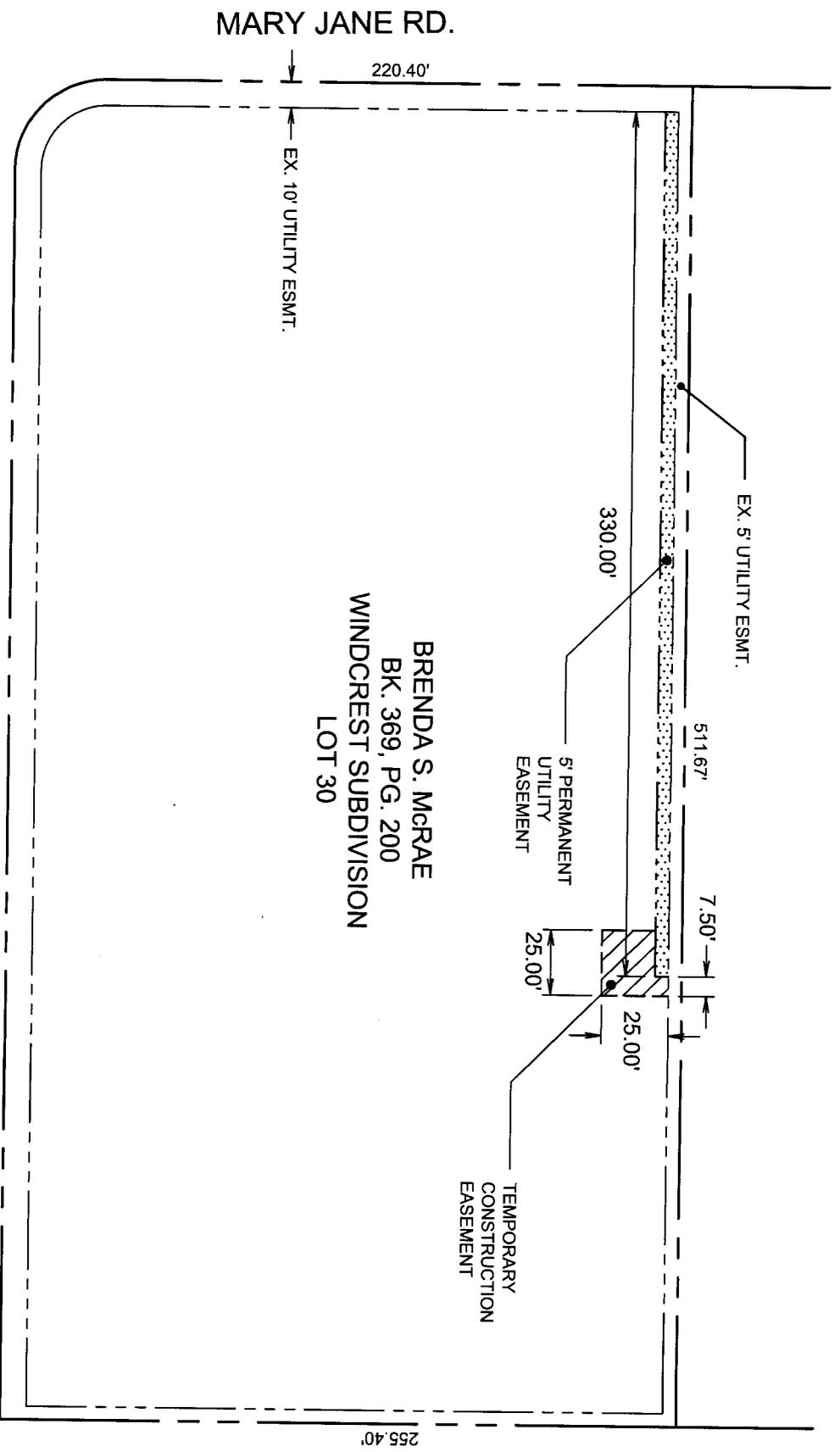
Being a portion Lot 30, Windcrest Subdivision, lying in the Southwest Quarter of Section 23, Township 1 South, Range 7 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Plat Book 10, Pages 47-50 in the Desoto County Chancery Clerk's Office, and being more particularly described as follows:

PERMANENT UTILITY EASEMENT

Being a 5-foot wide strip of along the existing 5-foot wide permanent utility easement along the east property line extending approximately 330.00 feet south along said easement line from the intersection of said easement line with the existing 10-foot wide utility easement along the north property line of subject property and containing 1,650 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being a portion of land beginning at a point located 10 feet west and 340 feet south of the northeast corner of subject property, said point being located 17.50 feet north of the southwest corner of the above described permanent utility easement; thence in a southerly direction along said easement line an approximate distance of 17.50 feet to a point; thence in an easterly direction along the south line of the above described permanent utility easement an approximate distance of 5 feet to a point on the existing utility easement along the east property line of subject property; thence in a southerly direction along said easement line an approximate distance of 7.50 feet to a point; thence in a westerly direction perpendicular to the east property line an approximate distance of 25.00 feet to a point; thence in a northerly direction parallel to the east property line an approximate distance of 25.00 feet to the Point of Beginning containing 538 square feet, more or less.

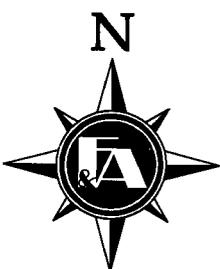


BRENDA S. McRAE
 BK. 369, PG. 200
 WINDCREST SUBDIVISION
 LOT 30

MALONE ROAD

EASEMENT REQUIRED:

UNENCUMBERED: ENCUMBERED:
 PERM: 1,650 S.F. PERM: 0.0 S.F.
 TEMP: 538 S.F. TEMP: 0.0 S.F.



SCALE: 1" = 60'

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
 DESOTO COUNTY

2002 SEWER IMPROVEMENTS
 PHASE III

UTILITY EASEMENT

PREPARED BY: F&A BK. 369, PG. 200 TRACT: McRAE
 DRAFTSMAN: BS/KWC DATE: MAY, 2004

THIS PROPERTY IS LOCATED IN
 SECTION 23, TOWNSHIP 1 SOUTH,
 RANGE 7 WEST DESOTO COUNTY,
 MISSISSIPPI

NO.	DESCRIPTION	DATE	BY