

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, William H. Phillips & wife, Luretha J. Phillips, 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.

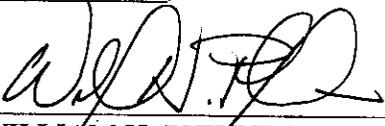
Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that 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 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.

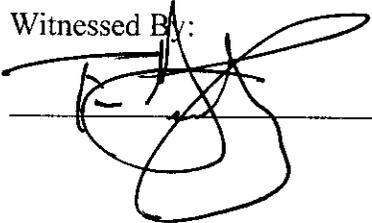
IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal, this 24 day of July, 2004.



WILLIAM H. PHILLIPS



LURETHA J. PHILLIPS

Witnessed By:


SS STATE MS.-DESOTO CO.
SS

AUG 10 9 07 AM '04

479 PG 281
STATE MS. CLK.

APPROVED AND ACCEPTED by the
City of Olive Branch

By: Samuel P. Rikard
SAMUEL P. RIKARD, MAYOR



ATTEST:

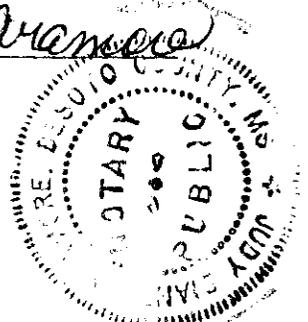
Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of July, 2004, within my jurisdiction, Jim E. Bentley one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named William H. & Luretha J. Phillips, 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:

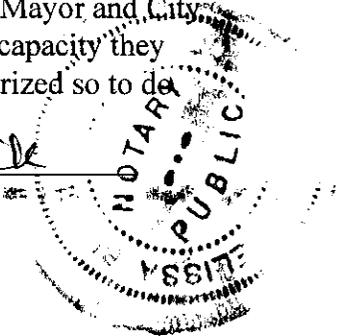
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 19, 2005
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 5th day of August, 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 Block
NOTARY PUBLIC



My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 11, 2007
BONDED THRU STEGALL NOTARY SERVICE

PREPARED BY: Tina Le, City of Olive Branch, 9189 Pigeon Roost Avenue, 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.

BK 0479PG 0283

**WILLIAM H. PHILLIPS &
wife, LURETHA J. PHILLIPS
DEED BOOK 301, PAGE 66**

EXHIBIT 1

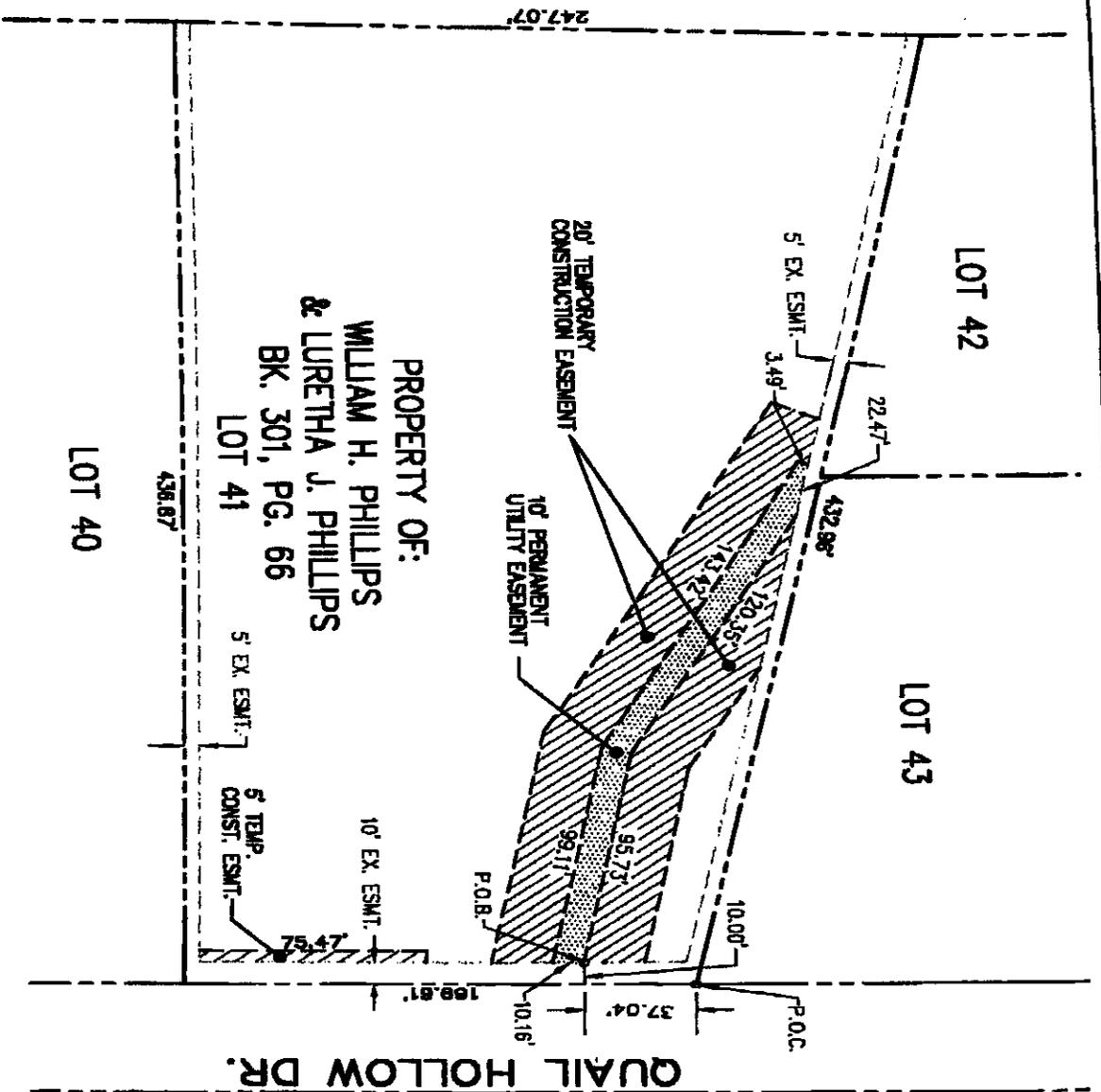
Being a portion of Lot 41, Section "C", Quail Hollow Subdivision, lying in Section 24, Township 1 South, Range 7 West, City of Olive Branch, Desoto County, Mississippi, as recorded in Plat Book 29, Pages 14-15 in the Desoto County Chancery Clerk's, Desoto County, Mississippi, and being more particularly described as follows:

PERMANENT UTILITY EASEMENT

Commencing at the north west corner of subject property; thence in an easterly direction along the north property line of subject property a distance of approximately 37.04 feet to a point; thence leaving said north line in a southerly direction and perpendicular to said north line a distance of approximately 10.00 feet to a point on the south line of an existing 10 foot wide utility easement and being the Point of Beginning of the herein described permanent utility easement; thence in an easterly direction along said south line of existing 10 foot wide easement a distance of approximately 10.16 feet to a point; thence in a southerly direction a distance of approximately 99.11 feet to a point; thence in a southwesterly direction a distance of approximately 143.42 feet to a point; thence in a northwesterly direction a distance of approximately 3.49 feet to a point on the east line of an existing 5 foot wide utility easement which is adjacent to the west line of subject property; thence along said east line of existing 5 foot wide easement a distance of approximately 22.47 feet to a point; thence leaving said east line of existing utility easement in a northeasterly direction a distance of approximately 120.35 feet to a point; thence in a northerly direction a distance of approximately 95.73 feet to the point of beginning and containing 2,331 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being 20-foot wide strips of land parallel and adjacent to the east, west and south sides of the above described permanent utility easement and a 5-foot wide strip of land 75.47 feet long extended from the western edge of the existing 5-foot utility easement that lies along the eastern edge of the subject property, said easement is lying parallel and adjacent to the south easement line that is parallel and adjacent to the north property line and containing a combined area of 9,297.00 square feet, more or less.



QUAIL HOLLOW DR.

PROPERTY OF:

WILLIAM H. PHILLIPS
& LURETHA J. PHILLIPS
BK. 301, PG. 66

LOT 40

LOT 41

LOT 42

LOT 43

THIS PROPERTY IS LOCATED IN SECTION 24
TOWNSHIP 1 SOUTH, RANGE 7 WEST
DESDOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY



SCALE 1" = 80'

EASEMENT REQUIRED:

UNENCUMBERED: PERM: 2,331 S.F.
TEMP: 9,297 S.F.

ENCUMBERED: PERM: 0.0 S.F.
TEMP: 0.0 S.F.

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESDOTO COUNTY

QUAIL HOLLOW SEWER IMPROVEMENT

UTILITY EASEMENT

PREPARED BY: F&A BK. 301, PG. 66 TRACT: PHILLIPS
DRAFTSMAN: B.S. DATE: NOV, 2000

BK 0479PG0285

BOOK 301 PAGE 66

CHARLES L. RIDER

TO:

WARRANTY DEED

WILLIAM H. PHILLIPS and wife, LURETHA J. PHILLIPS

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, I, CHARLES L. RIDER, do hereby sell, convey and warrant unto, WILLIAM H. PHILLIPS and wife, LURETHA J. PHILLIPS, as tenants by the entirety with full rights of survivorship and not as tenants in common, the land lying and being situated in DeSoto County, Mississippi described as follows, to-wit:

Lot 41, Section C, Quail Hollow Subdivision, situated in Section 24, Township 1 South, Range 7 West, DeSoto County, Mississippi as per Plat recorded in Plat Book 29, Pages 14-15, Chancery Clerk's Office, DeSoto County, Mississippi.

The warranty in this Deed is subject to subdivision and zoning regulations in effect in DeSoto County, Mississippi and restrictive covenants and easements of record in Quail Hollow Subdivision.

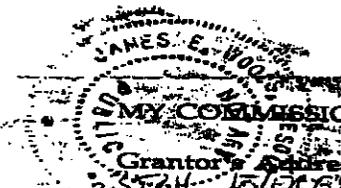
It is agreed and understood that taxes for the year 1996 have been prorated as of the date of this instrument and shall be paid by the Grantees when and as due and possession is given upon delivery of this Deed.

WITNESS MY SIGNATURE, this 12th day of May, 1996.

Charles L Rider
CHARLES L. RIDER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said county and State, on this 17th day of May, 1996, within my jurisdiction, the within named CHARLES L. RIDER, who acknowledged that he executed the above and foregoing instrument.



James E Woods
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-19-97
Grantor's Address: 5524 E EVERGREEN RD
OLIVE BRANCH MS.
Home Phone No: 601-593-0543
Work Phone No: 901-366-5446

Grantee's Address:
4378 WINDWARD DR.
MEMPHIS, TN 38109
Home Phone No: (901) 396-7186
Work Phone No: (901) 726-8061

Prepared by and return to: James E. Woods, P.O. Box 456 STATE OF MISSISSIPPI
Olive Branch, MS 38654 (895-2996)

MAY 21 11 30 AM '96

BK 301 PG 66