

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of One Thousand Three Hundred and Fifty-Seven Dollars (\$1,357.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Robert K. Sneed and wife, Laura S. Sneed, 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 space, 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 Grantor has hereunto set his hand and seal, this 16 day of July, 2004.

Robert K Sneed.
ROBERT K. SNEED

Laura S Sneed
LAURA S. SNEED

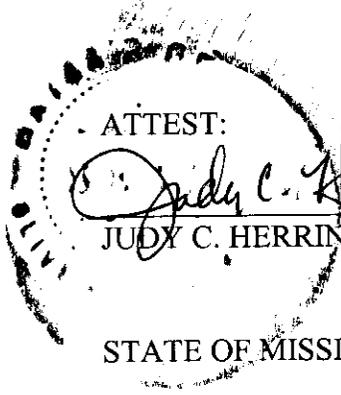
SS STATE MS.-DESOTO CO.
SS
Aug 10 9 09 AM '04

Witnessed By:

[Handwritten signature]

APPROVED AND ACCEPTED by the
City of Olive Branch

By: *[Handwritten signature: Samuel P. Rikard]*
SAMUEL P. RIKARD, MAYOR



ATTEST:

[Handwritten signature: 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 19th day of July, 2004, within my jurisdiction, Tim E. Senty, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Robert K. Sneed and Laura S. Sneed, 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.

[Handwritten signature]
Witness

[Handwritten signature: Judy Diane Morrison]
NOTARY PUBLIC



My Commission Expires:

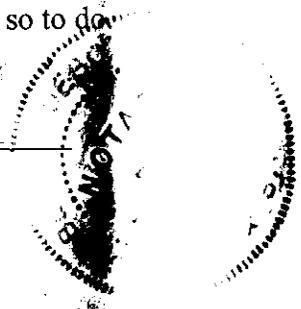
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 19, 2005
BONDED THRU STEGALL NOTARY SERVICE

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.

[Handwritten signature: 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: James R. Carr, Watkins Ludlam Winter & Stennis, P.A.,
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

**ROBERT K. SNEED and wife,
BOOK 323, PAGE 499**

EXHIBIT 1

Being a portion of lot 1, Bevie J. Sneed subdivision lying in Section 36, Township 1 South, Range 7 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Plat Book 60, Page 46 in the Office of the Chancery Clerk of Desoto County, Mississippi, and being more particularly described as follows:

PERMANENT UTILITY EASEMENT

Being a 10 foot wide strip of land and having a centerline described as follows: Beginning at a point on the existing 5 foot utility easement along the west property line of subject property located 43.22 feet south and 5 feet east of the northwest corner of subject property as measured along the west property line of subject property; thence in an northeasterly direction approximately 156.74 to a point on the existing 5 foot utility easement along the north property line measured 158.85 feet east and 5 feet south from the northwest property corner; thence beginning again on the same existing utility easement along the north property line approximately 194.04 feet east and 5 feet south of the northwest corner of subject property; thence in a southeasterly direction an approximate distance of 184.07 feet to a point measured 112.75 south of the north property line and 344.64 feet east of the northwest corner of subject property and containing a combined area of 3,408 square feet, more or less.

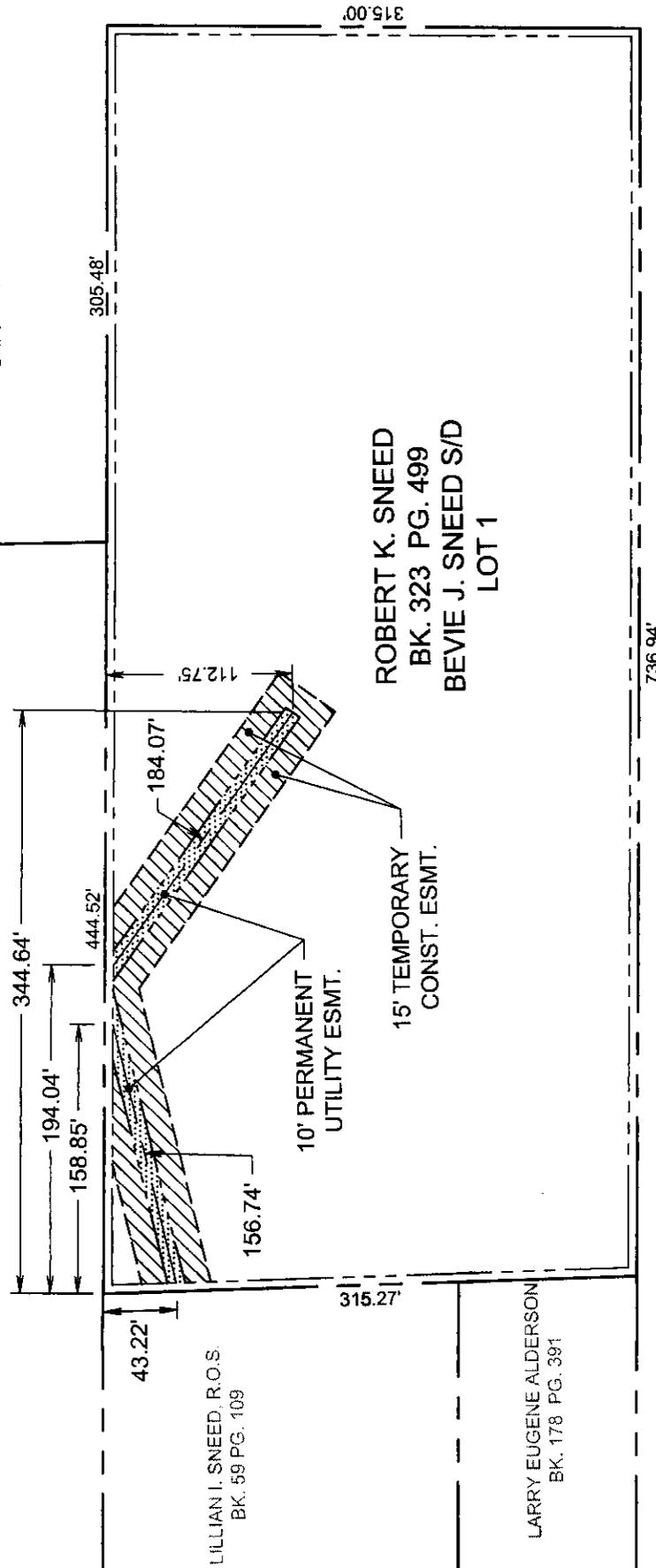
TEMPORARY CONSTRUCTION EASEMENTS

Being a 15 foot wide strip of along each side of the above described permanent utility easement containing 10,200 square feet, more or less.

MARC A WHEATLEY, and wife
 DOANNA H. WHEATLEY
 BK. 330 PG. 791
 HOMER W. LOVELADY S/D
 LOT 1

JOEL W. DAUGHERY
 BK. 64 PG. 117

PLEASANT HILL ROAD



SCALE: 1" = 100'

ROBERT K. SNEED
 BK. 323 PG. 499
 BEVIE J. SNEED S/D
 LOT 1

15' TEMPORARY
 CONST. ESMT.

10' PERMANENT
 UTILITY ESMT.

LILLIAN I. SNEED, R.O.S.
 BK. 59 PG. 109

LARRY EUGENE ALDERSON
 BK. 178 PG. 391

J. B. LABUDA
 BK. 313 PG. 742

ROBERT SNEED

6824 Pleasant Hill Rd.
 662-890-3525

Pre-take acreage:	5.38 ac.	234,293 sf
Permanent easement:	0.08 ac.	3,408 sf
Post-take acreage:	5.30 ac.	230,885 sf
Temporary easement:	0.23 ac.	10,200 sf

THIS PROPERTY IS LOCATED IN
 THE NW QUARTER OF SECTION 36,
 TOWNSHIP 1 SOUTH, RANGE 7 WEST
 DESOTO COUNTY, MISSISSIPPI

EASEMENT REQUIRED:
 UNENCUMBERED: UNENCUMBERED:
 PERM: 3,408 S.F. PERM: 0.0 S.F.
 TEMP: 10,200 S.F. TEMP: 0.0 S.F.

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
 DESOTO COUNTY

(AREA "A") NW 1/4 SECTION 36

UTILITY EASEMENT

PREPARED BY: F&A BK. 323, PG. 499 TRACT: SNEED

DRAFTSMAN: BS DATE: SEPTEMBER, 2003

NO.	DESCRIPTION	DATE	BY