

Aug 18 3 17 PM '04

This instrument prepared by:

Gary P. Snyder

Watkins Ludlam Winter & Stennis, P.A.

P.O. Box 1456

Olive Branch, MS 38654

(662) 895-2996

INDEXING INSTRUCTIONS:

Record and return to preparer.

BK 480 PG 22
W.F. DAVIS CH. CLK.**STORM WATER DRAINAGE EASEMENT**

(Construction by GRANTEE)

FOR AND IN CONSIDERATION of the sum of Four Thousand and 00/100 Dollars (\$4,000.00) cash in hand paid by the City of Olive Branch, a municipality, hereinafter called GRANTEE, and other good and valuable considerations set forth hereinbelow, the receipt and sufficiency whereof are hereby acknowledged, we, Lori D. Walton and Carolyn Bryan, hereinafter called GRANTOR, do hereby grant and convey to GRANTEE a Permanent Storm Water Drainage Easement and a Temporary Construction Easement for the right, privilege and authority to install, construct, excavate, operate, inspect, maintain, repair, replace in whole or in part, or remove a storm water drainage ditch, an underground storm water drainage line(s), or other drainage materials or systems and its related appurtenances upon, over or through the parcel of land hereinafter described and being situated in the City of Olive Branch, DeSoto County, Mississippi, to wit:

PERMANENT EASEMENT

See Exhibit 1 attached hereto for complete legal description.

GRANTEE shall have those rights which are required for the safe, reasonable and proper exercise of these purposes for which the easement rights are conveyed and accepted, including the rights of ingress and egress to and from said storm water drainage ditch/line(s) for the purposes aforesaid, the right to remove trees, shrubs, vegetation, debris and non-functioning structures.

GRANTEE shall have the right to remove with the obligation to replace with the same or like kind to substantially the same or better condition, any fences, culverts, lawns, functioning structures (including but not limited to driveways, and/or storm water drainage pipes), soil and other items, except those listed above, whose removal is required for the safe, reasonable and proper exercise of the purposes for which the easement rights are conveyed and accepted.

GRANTOR expressly reserves unto himself, his heirs, successors and assigns, all right, title, interest and privilege as may be exercised without interference with or abridgment of the easement rights conveyed herein.

GRANTEE agrees that as soon as practicable after disturbance of improvements on or the surface of said parcels of land as a result of the exercise of the rights granted herein, such improvements and/or surfaces shall be restored as outlined hereinabove.

GRANTEE agrees to use reasonable efforts in exercising the easement rights conveyed herein not to unreasonably disturb or interfere with access to, any business or businesses from time to time conducted on GRANTOR'S property adjacent to the parcel of land herein subjected to permanent easement rights.

GRANTOR and GRANTEE acknowledge, covenant, and/or agree

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTOR'S property, includes compensation for damages, if any, to GRANTOR'S property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTOR'S property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTOR covenants and warrants that he is the lawful owner of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

As additional consideration, GRANTEE agrees to construct a wooden bridge to span the ditch on GRANTOR'S property and to replace the existing fence and re-install it along the new ditch line. Further, all areas of GRANTOR'S property along the ditch line shall be cleared of any and all debris, graded and seeded following construction.

GRANTOR and GRANTEE do hereby stipulate that all right, title, and interest in and to said storm water drainage ditch/line and its related appurtenances shall be vested in GRANTEE.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTOR; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

The Rights herein granted may be assigned in Whole or in Part.

The Temporary Construction Easement shall be of no further effect from and after six (6) months from completion of construction and removal of all equipment.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the 15th day of JUNE, 2004.

GRANTOR:

GRANTEE:

Lori D. Walton
Lori D. Walton

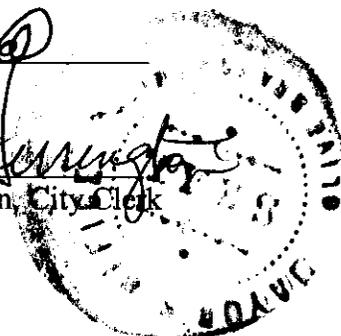
CITY OF OLIVE BRANCH, MISSISSIPPI

BY: Samuel P. Rikard
Samuel P. Rikard, Mayor

Carolyn Bryan
Carolyn Bryan

ATTEST: Judy C. Herrington
Judy C. Herrington, City Clerk

Witnessed by: Steven H. Bigelow



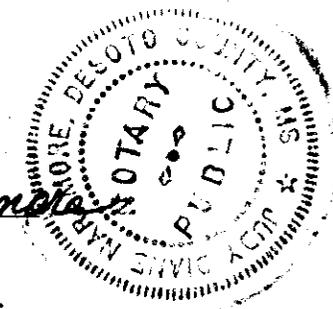
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of June, 2004, within my jurisdiction, Steven H. Bigelow the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Lori D. Walton and Carolyn Bryan, whose names are subscribed hereto, 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.

Steven H. Bigelow
Witness

Judy Diane Naramata
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 18th day of August, 2004 within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, duly identified before me, who acknowledged that they are Mayor and City Clerk, respectively, of the City of Olive Branch, Mississippi, a municipal corporation, and that for and on behalf of said municipal corporation, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said municipal corporation so to do.

Melissa Back
NOTARY PUBLIC



My Commission Expires:

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

Grantor's Address:
6393 Darren Drive
Olive Branch, MS 38654
Bus. Tel.: 227-9395
Res. Tel.: 662-893-2215

Grantee's Address:
9189 Pigeon Roost Avenue
Olive Branch, Mississippi 38654
662-895-4131
662-895-4131

BK0480PG0025

**CAROLYN BRYAN and
LORI D. WALTON
BOOK 392, PAGE 223**

EXHIBIT 1

Being a portion of the Lot 5, Phase 1, Cherokee Meadows subdivision, lying in Section 31, Township 1 South, Range 6 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Plat Book 61, Pages 37-38 in the Desoto County Chancery Clerk's Office, and being more particularly described as follows:

PERMANENT DRAINAGE EASEMENT

Being a 30 foot wide strip of land crossing subject property from north to south with a centerline described as follows: Beginning at a point in the south line of an existing 5 foot wide utility easement along the north line of subject property approximately 22.76 feet east of the northwest corner of subject property as measured along the north property line; thence in a southerly direction a distance of approximately 76.06 feet to a point of curvature; thence continuing in a southeasterly direction along said curve to the right having a radius of 80.00 feet and an approximate arc length of 31.06 feet to a point in the north line of an existing 5 foot wide utility easement along the south line of subject property, said point being approximately 71.09 feet east of the southwest corner of subject property as measured along the south line of subject property; and containing 3,199 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being a 15 foot wide strip of land along the west line of the above described 30 foot permanent drainage easement containing 1,274 square feet, more or less.

