

## SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of Eight Thousand Two Hundred Fifty and 00/100 Dollars (\$8,250.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, being all the heirs of Helen Moore, deceased, hereinafter collectively referred to as "Grantors", 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.

Helen Moore, the titled owner of the subject property, died intestate. No probate was ever undertaken of her estate. Helen Moore was a widow at the time of her death, and had seven (7) children, Savannah Moore, Ollie Augusta, John L. Moore, Josie Cowan, Edward Moore, Rosetta Woods and Israel Moore.

Savannah Moore is deceased and left no descendants.

Ollie Augusta Moore is deceased. Ollie Augusta Moore had two (2) descendants, William G. Byas, Sr. and Deborah Moore. Deborah Moore is deceased and is survived by one descendant, Tinika D. Love.

Edward Moore is deceased and left five (5) descendants, Mike Moore, Reda Moore, Ophelia Harris, Jermaine Moore and Rose Friar.

Rosetta Woods is deceased and left the following eight (8) descendants, Norbert R. Woods, Earnest Bougard, Argusta W. Rushing, Helen Edwards, Freddie Woods, Earnestine Wheeler, Delarse Woods, Perscal Woods.

Israel Moore is deceased and left the following four (4) descendants, Joe Ann Slaughter, Harold L. Moore, Fredrick Moore and Dredrick Moore.

The consideration paid herein shall be divided and payable to the heirs as follows:

William G. Byas, Sr.	\$687.50
Tinika D. Love	\$687.50
John L. Moore	\$1,375.00
Josie Cowan	\$1,375.00
Mike Moore	\$275.00
Reda Moore	\$275.00
Ophelia Harris	\$275.00
Jermaine Moore	\$275.00
Rose Friar	\$275.00
Norbert R. Woods	\$171.88
Earnest Bougard	\$171.88
Argusta W. Rushing	\$171.88
Helen Edwards	\$171.88
Freddie Woods	\$171.88
Earnestine Wheeler	\$171.88
Delarse Woods	\$171.88
Perscal Woods	\$171.88
Joe Ann Slaughter	\$343.75
Harold L. Moore	\$343.75
Fredrick Moore	\$343.75
Dredrick Moore	\$343.75

STATE MS. - DESOTO CO. *mc*  
FILED *mc*

SEP 15 1 49 PM '04

BK 482 PG 176  
W. E. DAVIS CH. CLK.

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 Grantors 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 Grantors 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 Grantors agree 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.

Grantors hereby expressly agree 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.

Grantors represent 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 2<sup>nd</sup> day of February, 2004.

*William G. Byas Sr.*  
WILLIAM G. BYAS, SR.

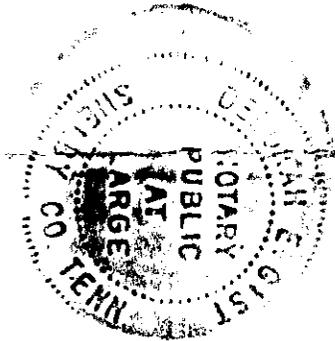
STATE OF Tenn  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of March, 2004, within my jurisdiction, the within named WILLIAM G. BYAS, SR., who acknowledged that she executed the above and foregoing instrument.

*Deborah E. Gist*  
NOTARY PUBLIC

My commission expires:

**My Commission Expires August 03, 2005**

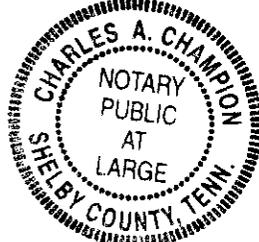


Tinika D Love  
TINIKA D. LOVE

STATE OF TENN  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11 day of MAY, 2006, within my jurisdiction, the within named TINIKA D. LOVE, who acknowledged that she executed the above and foregoing instrument.

Charles A. Champion  
NOTARY PUBLIC



My commission expires:

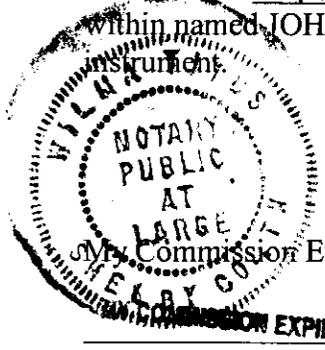
MY COMMISSION EXPIRES:  
July 11, 2006

John L Moore  
JOHN L. MOORE

STATE OF TN  
COUNTY OF shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of March, 2004, within my jurisdiction, the within named JOHN L. MOORE, who acknowledged that he executed the above and foregoing instrument.

Helma J. Jitt  
NOTARY PUBLIC



My Commission Expires:  
EXPIRES AUG. 16, 2008

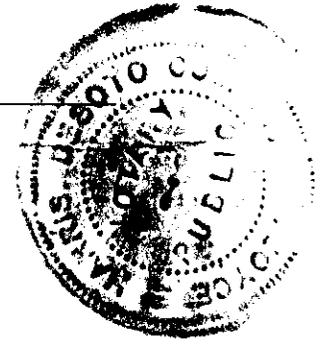
Jessie Cowan  
JOSSIE COWAN

STATE OF Mississippi  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5<sup>th</sup> day of April, 2004, within my jurisdiction, the within named JOSSIE COWAN, who acknowledged that she executed the above and foregoing instrument.

J.C

Jayce Harris  
NOTARY PUBLIC



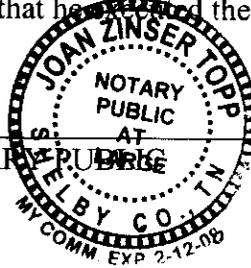
My Commission Expires:  
\_\_\_\_\_  
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Mike Moore  
MIKE MOORE

STATE OF Tennessee  
COUNTY OF Shelby

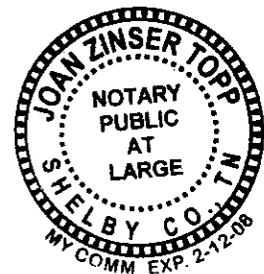
Personally appeared before me, the undersigned authority in and for the said county and state, on this 16<sup>th</sup> day of March, 2004, within my jurisdiction, the within named MIKE MOORE, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC



My Commission Expires:

2-12-08



*Reda Moore*  
RED MOORE  
NOTARY PUBLIC  
SHELBY COUNTY, TENN.  
PIC ID #18 3/02

STATE OF TN  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of Aug, 2004, within my jurisdiction, the within named REDA MOORE, who acknowledged that she executed the above and foregoing instrument.

*Charles D. Brown*  
NOTARY PUBLIC

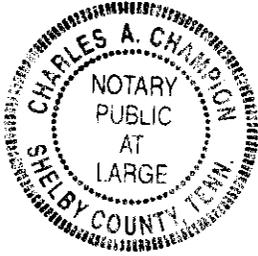
My Commission Expires:

9-14-04

Opheka Harris  
OPHELIA HARRIS

STATE OF TENNESSEE  
COUNTY OF SHELBY

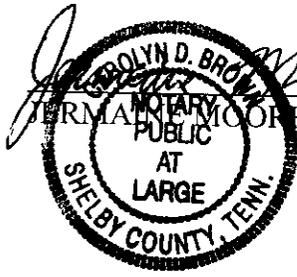
Personally appeared before me, the undersigned authority in and for the said county and state, on this 5 day of April, 2007, within my jurisdiction, the within named OPHELIA HARRIS, who acknowledged that she executed the above and foregoing instrument.



Charles A. Champion  
NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES:  
July 11, 2006



Passport exp 10/13

STATE OF Tenn  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of Aug, 2004, within my jurisdiction, the within named JERMAINE MOORE, who acknowledged that he executed the above and foregoing instrument.

Carolyn D. Brown  
NOTARY PUBLIC

My Commission Expires:

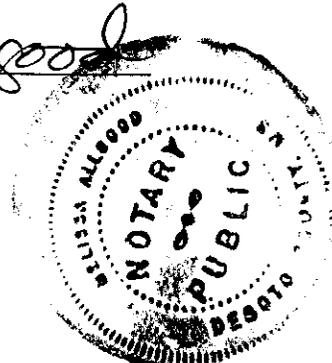
9-14-04

Rose Friar  
ROSE FRIAR

STATE OF Miss  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of April, 2004, within my jurisdiction, the within named ROSE FRIAR, who acknowledged that she executed the above and foregoing instrument.

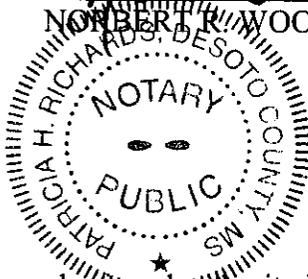
Melissa Allgood  
NOTARY PUBLIC



My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI  
MY COMMISSION EXPIRES: APR 24, 2005  
EXPIRES THEN NOTARY PUBLIC INDEMNIFIERS

Norbert R Woods  
NORBERT R. WOODS



STATE OF Mississippi  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of March, 2004 within my jurisdiction, the within named NORBERT R. WOODS, who acknowledged that he executed the above and foregoing instrument.

Patricia H. Richards  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 13, 2006  
BONDED THRU STEGALL NOTARY SERVICE

WITNESS my signature this the 24 day of August, 2004.

Earnest Bougard  
EARNEST BOUGARD

Witnessed By:  
[Signature]

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25<sup>th</sup> day of August, 2004, within my jurisdiction, Tim Bentley, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Earnest Bougard, whose names is 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

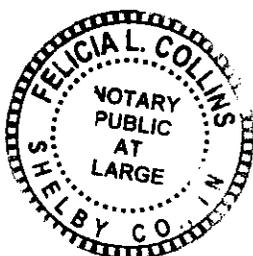


*Argusta W. Rushing*  
ARGUSTA W. RUSHING

STATE OF Tennessee

COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25<sup>th</sup> day of March, 2007, within my jurisdiction, the within named ARGUSTA W. RUSHING, who acknowledged that she executed the above and foregoing instrument.



*Felicia L. Collins*  
NOTARY PUBLIC

My commission expires:

MY COMMISSION EXPIRES OCT. 30, 2007

Helen Edwards  
HELEN EDWARDS

STATE OF MS  
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of March, 2004, within my jurisdiction, the within named HELEN EDWARDS, who acknowledged that she executed the above and foregoing instrument.

[Signature]  
NOTARY PUBLIC

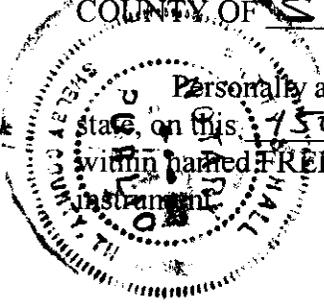
My Commission Expires:



MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MAY 15, 2007  
BONDED TO PROVIDE FULL NOTARY SERVICE

Freddie Woods  
FREDDIE WOODS

STATE OF TN  
COUNTY OF Shelby



Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of March, 2004, within my jurisdiction, the within named **FREDDIE WOODS**, who acknowledged that he executed the above and foregoing instrument.

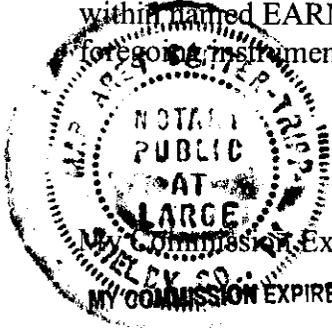
Patty L. Hall  
NOTARY PUBLIC

My Commission Expires:  
My Commission Expires March 18, 2006

*Earnestine Wheeler*  
EARNESTINE WHEELER

STATE OF Tennessee  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21<sup>st</sup> day of May, 2004, within my jurisdiction, the within named EARNESTINE WHEELER, who acknowledged that she executed the above and foregoing instrument.



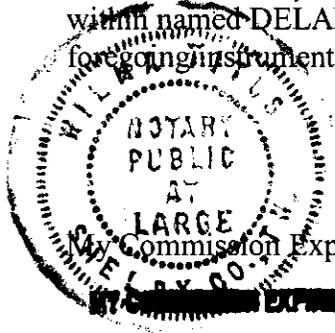
*Margaret Carter Inpp*  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

Delarse Woods  
DELARSE WOODS

STATE OF TN  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9<sup>th</sup> day of March, 2004, within my jurisdiction, the within named DELARSE WOODS, who acknowledged that they executed the above and foregoing instrument.



[Signature]  
NOTARY PUBLIC

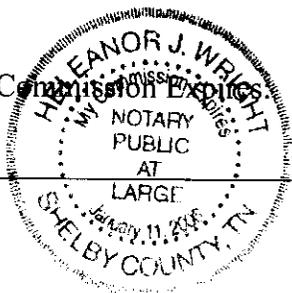
Perscal Woods  
PERSCAL WOODS

STATE OF Tennessee  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3<sup>rd</sup> day of March, 2004, within my jurisdiction, the within named PERSCAL WOODS, who acknowledged that he executed the above and foregoing instrument.

[Signature]  
NOTARY PUBLIC

My Commission Expires



Joe Ann Slaughter  
JOE ANN SLAUGHTER

STATE OF Tenn.  
COUNTY OF shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of MARCH, 2004, within my jurisdiction, the within named JOE ANN SLAUGHTER, who acknowledged that she executed the above and foregoing instrument.

Eldridge Thompson  
NOTARY PUBLIC

My commission expires:

Jan 15, 2008



WITNESS my signature this the 28 day of August, 2004.

[Signature]  
HAROLD MOORE  
L.

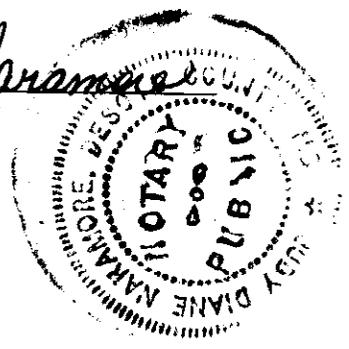
Witnessed By:  
[Signature]

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31<sup>st</sup> day of August, 2004, within my jurisdiction, Tim 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 Harold Moore, whose names is 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, 2006  
BONDED THRU STEGALL NOTARY SERVICE

Fredrick Moore  
FREDRICK MOORE

STATE OF Tennessee  
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17<sup>th</sup> day of March, 2004, within my jurisdiction, the within named FREDRICK MOORE, who acknowledged that he executed the above and foregoing instrument.

Stacey Davis  
NOTARY PUBLIC

My Commission Expires:

Dec 2007



*Dredrick Moore*  
DREDRICK MOORE

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of March, 2004, within my jurisdiction, the within named DREDRICK MOORE, who acknowledged that he executed the above and foregoing instrument.

*Stacey Davis*  
NOTARY PUBLIC

My Commission Expires:

Dec 2007



APPROVED AND ACCEPTED by the  
City of Olive Branch

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

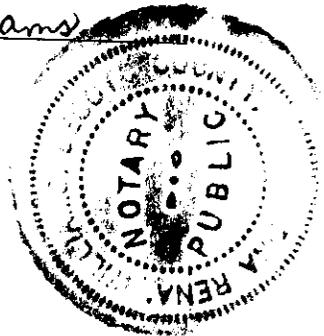
ATTEST:  
Judy C. Herrington  
JUDY C. HERRINGTON, CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 13<sup>th</sup> day of September, 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.

Jina Rena Williams  
NOTARY PUBLIC



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG 13, 2006  
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.

**HELEN MOORE  
BOOK 66, PAGE 162**

**EXHIBIT 1**

Being a portion of the Helen Moore property lying in Southwest Quarter of Section 11, Township 2 South, Range 6 West, in the City of Olive Branch, Desoto County, Mississippi as recorded in Deed Book 66, Page 162 in the Desoto County Chancery Clerk's Office, and being more particularly described as follows:

**PERMANENT UTILITY EASEMENT**

Beginning at the southeast corner of subject property; thence north along the east line of subject property a distance of approximately 76.62 feet to a point; thence west a distance of approximately 3.00 feet to a point; thence north a distance of approximately 5.34 feet to a point; thence west a distance of approximately 4.63 feet to a point; thence northerly direction a distance of approximately 58.51 feet to a point; thence in a northwesterly direction a distance of approximately 95.82 feet to a point in the west line of subject property; thence south along said west line a distance of approximately 12.32 feet to a point; thence in a southeasterly direction a distance of approximately 81.13 feet to a point; thence in a southerly direction a distance of approximately 52.98 feet to a point; thence west a distance of approximately 5.31 feet to a point; thence south a distance of approximately 20.00 feet to a point; thence east a distance of approximately 11.00 feet to a point; thence south a distance of approximately 62.06 feet to a point in the south line of subject property, said property line is the north right-of-way (R.O.W.) line of College Road; thence east along said property line a distance of approximately 12.00 feet to the POINT OF BEGINNING and containing 2,616 square feet, more or less.

**TEMPORARY CONSTRUCTION EASEMENT**

Being two section of land adjacent to the north and south lines of the above described permanent utility easement: The first section being the temporary construction easement on the north line of said permanent utility easement beginning approximately 76.62 feet north of the southeast corner of subject property as measured along the east line of subject property; thence north along said east line a distance of approximately 84.62 feet to a point; thence in a northwesterly direction a distance of approximately 109.63 feet to a point in the west line of subject property; thence, south, along said west line, a distance of approximately 30.79 feet to a point, said point also being in the north line of the above described permanent utility easement; thence southeast along said easement line a distance of approximately 92.82 feet to a point; thence in a southeasterly direction along the line of the permanent utility easement a distance of approximately 58.51 feet to a point; thence east along the said permanent easement a distance of approximately 4.63 feet to a point; thence south along the permanent easement a distance of approximately 5.34 feet to a point; thence east a distance of approximately 3.00 feet to the POINT OF BEGINNING.

Helen Moore  
Exhibit 1  
Page 2

The second section of land adjacent to the south line of the above described permanent utility easement begins at a point located approximately 12.00 feet west and 42.01 feet north of the southeast corner of subject property along the east line of the permanent utility easement that is approximately 62.06 feet in length; thence west a distance of approximately 26.82 feet to a point; thence in a northerly direction a distance of approximately 78.51 feet to a point; thence in a northwesterly direction a distance of approximately 51.92 feet to a point in the west line of subject property; thence, north along said west line, a distance of approximately 30.79 feet to a point in the south line of the above described permanent utility easement; thence, in a southeasterly direction along said permanent utility easement a distance of approximately 81.13 feet to a point; thence continuing along said easement line in a southerly direction a distance of approximately 52.98 feet to a point; thence west along said easement a distance of approximately 5.31 feet to a point; thence south along said easement a distance of approximately 20.00 feet to a point; thence east along said easement a distance of approximately 11.00 feet to a point; thence; south along said easement a distance of 20.05 feet to the POINT OF BEGINNING for a combined area containing 7,045 square feet, more or less.

