

This instrument prepared by:
James R. Carr
Watkins Ludlam Winter & Stennis, P.A.
P.O. Box 1456
Olive Branch, MS 38654
(662) 895-2996

INDEXING INSTRUCTIONS:
Record and return to preparer.

STORM WATER DRAINAGE EASEMENT

(Construction by GRANTEE)

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid by the City of Olive Branch, a municipality, hereinafter called GRANTEE, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Owen McCullar and Myrtle E. McCullar, as Trustees for The McCullar Family Revocable Trust, 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.

That GRANTOR acknowledges his right to receive compensation for such Easements and hereby intentionally waives any right to same.

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 3rd day of DECEMBER, 2004.

GRANTOR:

GRANTEE:

THE MCCULLAR FAMILY
REVOCABLE TRUST

CITY OF OLIVE BRANCH, MISSISSIPPI

BY: DECEASED
Owen McCullar, Trustee

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

BY: Myrtle E. McCullar
Myrtle E. McCullar, Trustee

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

Witnessed by: Myrtle E. McCullar
Richard C. Blain - 'son'

STATE OF MISSISSIPPI T. W. Walker

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of December, 2004, within my jurisdiction, Tim W Walker one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Owen McCullar and Myrtle E. McCullar, whose names are subscribed thereto, sign and deliver the same as Trustees under The McCullar Family Revocable Trust, after first having been duly authorized so to do, to the City of Olive Branch and acknowledge that he in said capacity executed the above and foregoing instrument, after first having been authorized so to do; and that the affiant subscribed his name as witness thereto in the presence of same.

T. W. Walker
Witness

Judy Diane Naranjo
NOTARY PUBLIC



My Commission Expires:

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

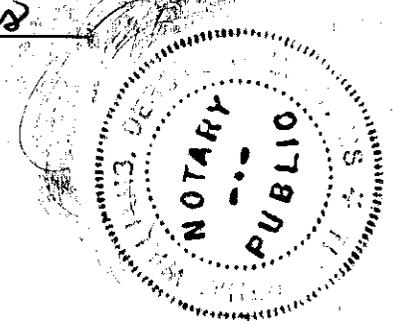
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 20th day of January, 2005 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.

Jina Rena Williams
NOTARY PUBLIC

My Commission Expires NA
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE



Grantor's Address:

Olive Branch, MS 38654
Bus. Tel.: NA
Res. Tel.: NA

Grantee's Address:

9189 Pigeon Roost Avenue
Olive Branch, Mississippi 38654
662-895-4131
662-895-4131

McCULLAR FAMILY TRUST PROPERTY
DEED BOOK 287, PAGE 410
EXHIBIT #1

15' DRAINAGE EASEMENT (McCULLAR FAMILY TRUST)

BEING A PORTION OF THE McCULLAR FAMILY TRUST PROPERTY AS RECORDED IN BOOK 287, PAGE 410, IN THE DESOTO COUNTY CHANCERY OFFICE AND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF GOODMAN ROAD (R.O.W. VARIES) AND THE WEST RIGHT OF WAY LINE OF AULIAMI OAKS ROAD (68.00' R.O.W.) THENCE ALONG SAID WEST RIGHT OF WAY 500'38'28"E A DISTANCE OF 492.33 FEET TO A POINT; THENCE N89°40'48"W A DISTANCE OF 144.20 FEET TO A POINT; THENCE S28°02'58"W A DISTANCE OF 59.27 FEET TO A POINT; THENCE S89°33'18"W A DISTANCE OF 182.28 FEET TO A POINT; THENCE S01°32'31"E TO A POINT BEING THE "TRUE POINT OF BEGINNING"; THENCE CONTINUING S01°32'31"E A DISTANCE OF 136.05 FEET TO A POINT; THENCE S89°21'41"W A DISTANCE OF 15.00 FEET TO A POINT; THENCE N01°32'31"W A DISTANCE OF 136.18 FEET TO A POINT; THENCE N89° 51'42"E A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; AND CONTAINING 2041.71 SQ. FT.(0.05 ACRES), MORE OR LESS.

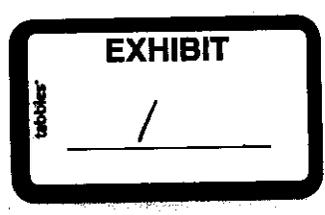
TEMPORARY CONSTRUCTION EASEMENT #1

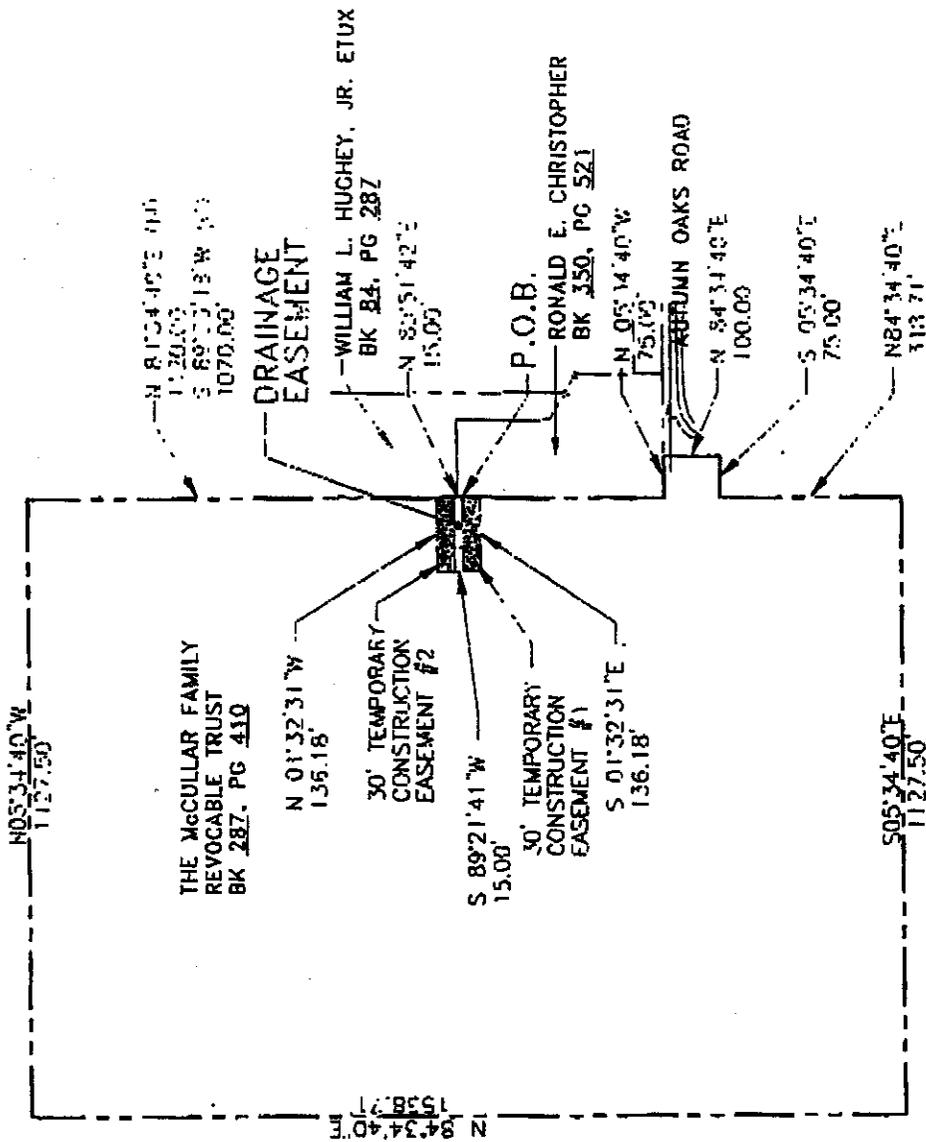
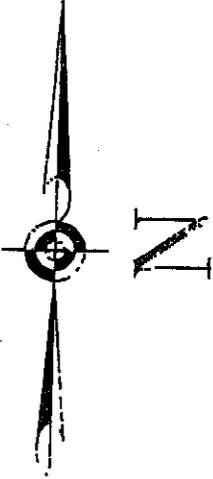
BEING A 30 FOOT WIDE STRIP OF LAND PARALLEL AND ADJACENT TO THE EAST SIDE OF THE ABOVE DESCRIBED PERMANENT EASEMENT AND CONTAINING 4075.38 SQUARE FEET MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT #2

BEING A 30 FOOT WIDE STRIP OF LAND PARALLEL AND ADJACENT TO THE WEST SIDE OF THE ABOVE DESCRIBED PERMANENT EASEMENT AND CONTAINING 4016.61 SQUARE FEET MORE OR LESS.

EXHIBIT PREPARED FROM BOOK 287, PAGE 410





PROPERTY OF:
THE McCOLLAR FAMILY TRUST
BOOK 287, PAGE 410

EXHIBIT NO. 1

SHEET 1 OF 2

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESOTO COUNTY

DAVIDSON OAKS
DRAINAGE IMPROVEMENTS
PERMANENT DRAINAGE EASEMENT

LEGEND

- PERMANENT
- TEMPORARY

AREA UNENCUMBERED
PERM: 2041.71 SQ. FT.
TEMP: 8091.99 SQ. FT.

AREA ENCUMBERED
PERM: 0.0 SQ. FT.
TEMP: 0.0 SQ. FT.

THIS PROPERTY IS LOCATED IN SECTION 17
TOWNSHIP 1 SOUTH, RANGE 6 WEST
DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

THIS EXHIBIT HAS BEEN PREPARED FROM
BOOK 287, PAGE 410 IN THE DESOTO COUNTY
CHANCERY OFFICE