

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of One Thousand Three Hundred and Ninety Dollars (\$1,390.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, L. Harold Nichols, hereinafter referred to as "Grantor", do hereby 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 understood and agreed that the purpose of this easement is for the Grantee to construct improvements to the City Sewage System. It is further 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.

It is agreed that all work by Grantee's contractor in and around the easement area shall be restored to an equal or better condition than Grantee found such area prior to the beginning of work. Grantee expressly agrees to take responsibility for such restoration and repair all areas disturbed and/or damaged during construction.

It is hereby expressly agreed 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 above described land or other places beyond the temporary construction easement or other areas which require extra working space, Grantee shall request in writing from Grantor temporary access to additional working space which may be necessary for construction. It is agreed that no work outside the temporary construction easement are shall take place without written consent and agreement by Grantor.

Grantor represents that the above-described land is not rented at the present time.

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 they are the lawful owners of the above-described property, and that this conveyance is subject to any existing covenants easements and utilities apparent or of record.

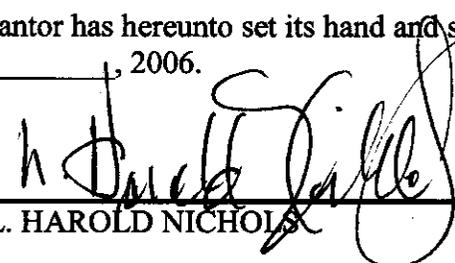
No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the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

Grantor fully understands that they have the right to request a fair market value appraisal of the property and receive just compensation for the use of real property herein described and for the utility easement herein described. Grantor hereby waives their right to request the appraisal and convey the real property for the sewer easement herein described to Grantee for the consideration stated herein.

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.

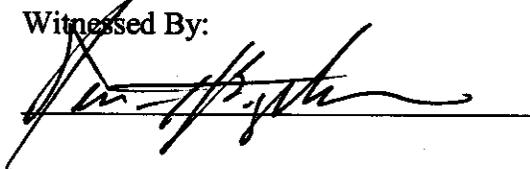
The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF the said Grantor has hereunto set its hand and seal, this 5th day of APRIL, 2006.



L. HAROLD NICHOLS

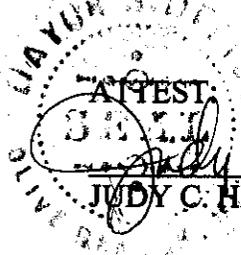
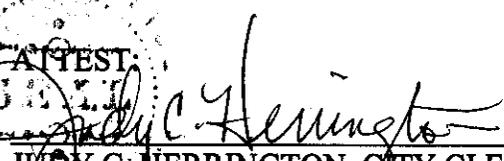
Witnessed By:



APPROVED AND ACCEPTED by the
City of Olive Branch

By: 

SAMUEL P. RIKARD, MAYOR

 ATTEST:


JUDY C. HERRINGTON, CITY CLERK

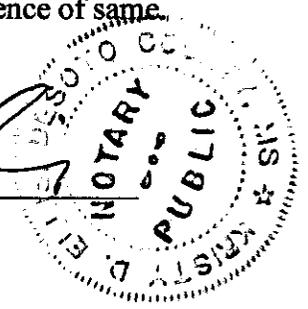
STATE OF Mississippi

COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of April, 2006, within my jurisdiction the within named Steven H. Bigelow, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named L. Harold Nichols, whose name is subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed hs name as witness thereto in the presence of same.

[Signature]
Witness

[Signature]
NOTARY PUBLIC



My Commission Expires:

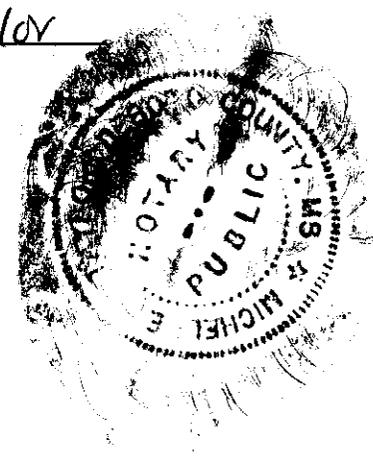
~~MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT 22 2009
BONDED THRU STEGALL NOTARY SERVICE~~

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 17th day of May, 2006, 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.

[Signature]
NOTARY PUBLIC



My Commission Expires:

~~MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES OCT 24 2009
BONDED THRU STEGALL NOTARY SERVICE~~

Grantor's Address:
8136 Saddlebrook Cove
Olive Branch, MS 38654
Res. Tel.: 662-895-6070
Bus. Tel.: 662-895-6070

Grantee's Address:
9200 Pigeon Roost Rd.
Olive Branch, Mississippi 38654
662-895-9200
662-895-9200

PREPARED BY AND RETURN TO: Bryan E. Dye, City of Olive Branch, 9200 Pigeon Roost Rd., Olive Branch, MS 38654, 662-892-9228.

**L. HAROLD NICHOLS
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Being a portion of the L. Harold Nichols property located in the Northwest Quarter of the Southwest Quarter of Section 2, Township 2 South, Range 6 West, Desoto County, Mississippi, and being more particularly described as follows:

PERMANENT SEWER EASEMENTS

Being a 10-foot wide strip of land from the above described property and having a centerline being more particularly described as follows: Commencing at the Northwest corner of said section; thence due East a distance of 3020.57 feet; thence due South a distance of 3031.56 feet to the intersection of northwest property line of subject property and the North right-of-way line of Highway 178; thence North $38^{\circ}05'35''$ East along northwest property line of subject property a distance of 5.00 feet to the Point of Beginning; thence South $50^{\circ}16'24''$ East along said right-of way a distance of 102.10 feet to a point on east property line of subject property and said point being 5.00 feet northeast of southwest property corner of subject property, as measured along said property line.

TEMPORARY CONSTRUCTION EASEMENTS

Being a 20 foot wide strip of land parallel and adjacent to the above described centerline.

Easement prepared without the benefit of a ground survey.