

INDEXING INSTRUCTIONS:
Lot 6, Southeast Quarter Section 24,
Township 1 South, Range 7 West,
City of Olive Branch, Mississippi, as
recorded in Book 445, Page 242,
Chancery Clerk's Office, DeSoto
County, Mississippi.

STORM WATER DRAINAGE EASEMENT

(Construction by GRANTEE)

FOR AND IN CONSIDERATION of the sum of One and 00/100 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, Mack L. Washburn, hereinafter called GRANTOR, does 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:

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 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.

GRANTOR and GRANTEE does 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.

Grantor fully understand that he has 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 drainage easement herein described. Grantor hereby waives his right to request the appraisal and convey the real property for the drainage easement herein described to Grantee for the price determined by Grantee's appraiser.

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 MAY, 2007.

GRANTOR:

Mack L. Washburn
Mack L. Washburn

Witnessed by Steven H. Biselaw

GRANTEE:

CITY OF OLIVE BRANCH, MISSISSIPPI

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

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

STATE OF MISSISSIPPI

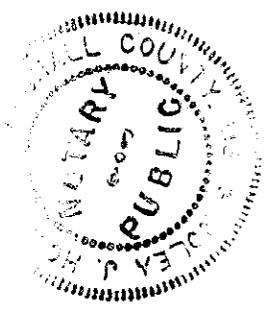
COUNTY OF ~~DE SOTO~~ Marshall

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of May, 2007, within my jurisdiction, Steven H. Biselaw, the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Mack L. Washburn, whose name is 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. Biselaw
Witness

Nolea J. Howard
NOTARY PUBLIC

My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 2, 2010
BONDED THROUGH LEGAL NOTARY SERVICE

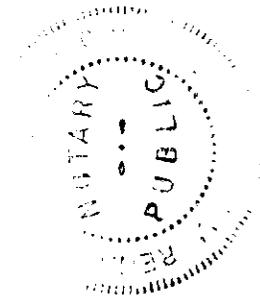


STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 18th day of May, 2006, 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 Griffith
NOTARY PUBLIC



My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT 25, 2010
BONDED THRU STEGALL NOTARY SERVICE

Grantor's Address:
5750 Coleman Road
Olive Branch, MS 38654
Res. Tel.: 662-895-3834
Bus. Tel.: 662-895-3834

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

MACK L. WASHBURN
BOOK 445, PAGE 242

EXHIBIT 1

Being a portion of Lot 6 of Coleman Subdivision, situated in Section 24, Township 1 South, Range 7 West, City of Olive Branch, DeSoto County, Mississippi, as per plat thereof appearing of record in Plat Book 7, Page 17-18, in the Office of the Chancery Clerk of DeSoto County, Mississippi and being more particularly described as follows:

PERMANENT DRAINAGE EASEMENT:

Being a 10-foot wide strip of land beginning at a point 36 feet west of the southeast property corner, for a distance of 278 linear feet (of an existing drainage swale/ditch) to a point in the west property line, containing 5,560 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT:

Being a 10-foot wide strip of land adjacent and parallel to the north and south of the proposed permanent drainage easement, containing 8,325 square feet more or less.

Grantor has right to cross Easement with sewer drainage line to connect to Utility Sewage System. Storm water drainage pipe shall not impede the installation and gravity fall required by sewer pipe.

THE CITY OF OLIVE BRANCH, MISSISSIPPI
DESOTO COUNTY

STORM WATER DRAINAGE EASEMENT

Prepared by: The City of Olive Branch
Engineering Department

Draftsperson: TL Date: SEPTEMBER 29, 2006

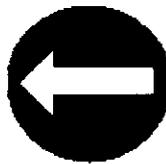
EXHIBIT NO. 1 SHEET 1 OF 1

THIS PROPERTY IS LOCATED IN SECTION 24
TOWNSHIP 1 SOUTH, RANGE 7 WEST
DESOTO COUNTY, MISSISSIPPI

Mack L. Washburn
5570 Coleman Road
Olive Branch, MS 38654

BOOK 445, PAGE 242

NORTH



SCALE 1" = 100'

EASEMENT REQUIRED:

Unencumbered: _____ Encumbered: _____

PERM: 5,560 S.F. PERM: 0 S.F.

TEMP: 8,325 S.F. TEMP: 0 S.F.

