

INDEXING INSTRUCTIONS:

Lot 29, Bell Creek Subdivision, Section 34, Township 1 South, Range 6 West, City of Olive Branch, Mississippi, as recorded in Plat Book 51, Page 25, 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, Dogwood Properties, LLC, a Tennessee limited liability company, 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:

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 reserve unto themselves, their 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.

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.

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 GRANTORS' 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 GRANTORS' property, includes compensation for damages, if any, to GRANTORS' property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTORS' 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 covenant and warrant 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.

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.

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. Grantors hereby waive their 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 22 day of June, 2007.

GRANTORS:  
DOGWOOD PROPERTIES, LLC  
A Tennessee limited liability company

GRANTEE:  
CITY OF OLIVE BRANCH, MISSISSIPPI

BY: [Signature]  
Name  
Chief Manager  
Title

BY: [Signature]  
Samuel P. Rikard, Mayor

ATTEST: [Signature]  
Judy C. Herrington, City Clerk

Witnessed by: Alison Russ

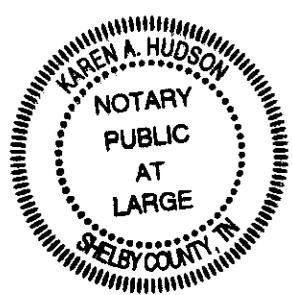
STATE OF ~~MISSISSIPPI~~ Tennessee  
COUNTY OF ~~DESO~~ Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of June, 2007, within my jurisdiction, the within named Alison Russ, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Jon McCreary Chief Manager of Dogwood Properties, LLC, a Tennessee limited liability company, whose name is subscribed thereto, sign and deliver the same to the City of Olive Branch after first having been duly authorized by said Corporation so to do; and that the affiant subscribed h     name as witness thereto in the presence of same.

Alison Russ  
Witness

Karen A. Hudson  
NOTARY PUBLIC

My Commission Expires:  
MY COMMISSION EXPIRES:  
March 11, 2008

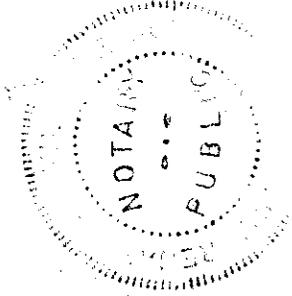


## STATE OF MISSISSIPPI

## COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16 day of July, 2007, 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**  
 MY COMMISSION EXPIRES SEPT 25, 2010  
 BONDED THRU STEGALL NOTARY SERVICE

Grantor's Address:  
 6878 Valerie Dr.  
 Olive Branch, MS 38654  
 Bus. Tel.: 901-366-9331  
 Res. Tel.: 901-366-9331

Grantee's Address:  
 9200 Pigeon Roost Rd.  
 Olive Branch, Mississippi 38654  
 662-892-9200  
 662-892-9200

Prepared by and Return to:  
 Bryan E. Dye  
 City of Olive Branch  
 9200 Pigeon Roost Rd.  
 Olive Branch, MS 38654

**DOGWOOD PROPERTIES LLC  
BOOK 362 PAGE 548**

**EXHIBIT 1**

Being a portion of Lot 29, Bell Creek Subdivision, lying in Section 34, Township 1 South, Range 6 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Plat Book 51, Page 25 in the Desoto County Chancery Clerk's Office and being more particularly described as follows:

**TEMPORARY CONSTRUCTION EASEMENT**

Being a 14-foot wide strip of land parallel and adjacent to the south property line for a distance of 123.52 feet and containing 1,729 square feet more or less.

THE CITY OF OLIVE BRANCH, MISSISSIPPI  
DESOTO COUNTY

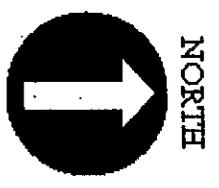
**TEMPORARY  
CONSTRUCTION EASEMENT**

Prepared by: The City of Olive Branch  
Engineering Department

Draftsperson: TL Date: June 1, 2006

EXHIBIT NO. 1 SHEET 1 OF 1

THIS PROPERTY IS LOCATED IN SECTION 34  
TOWNSHIP 1 S 2 1/4, RANGE 6 W 1 E 5 T  
DESOTO COUNTY, MISSISSIPPI



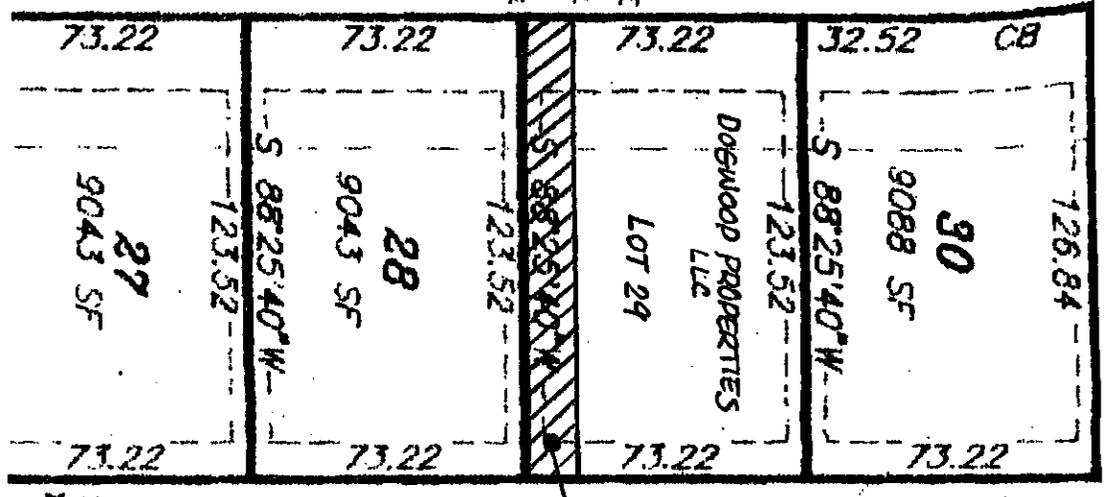
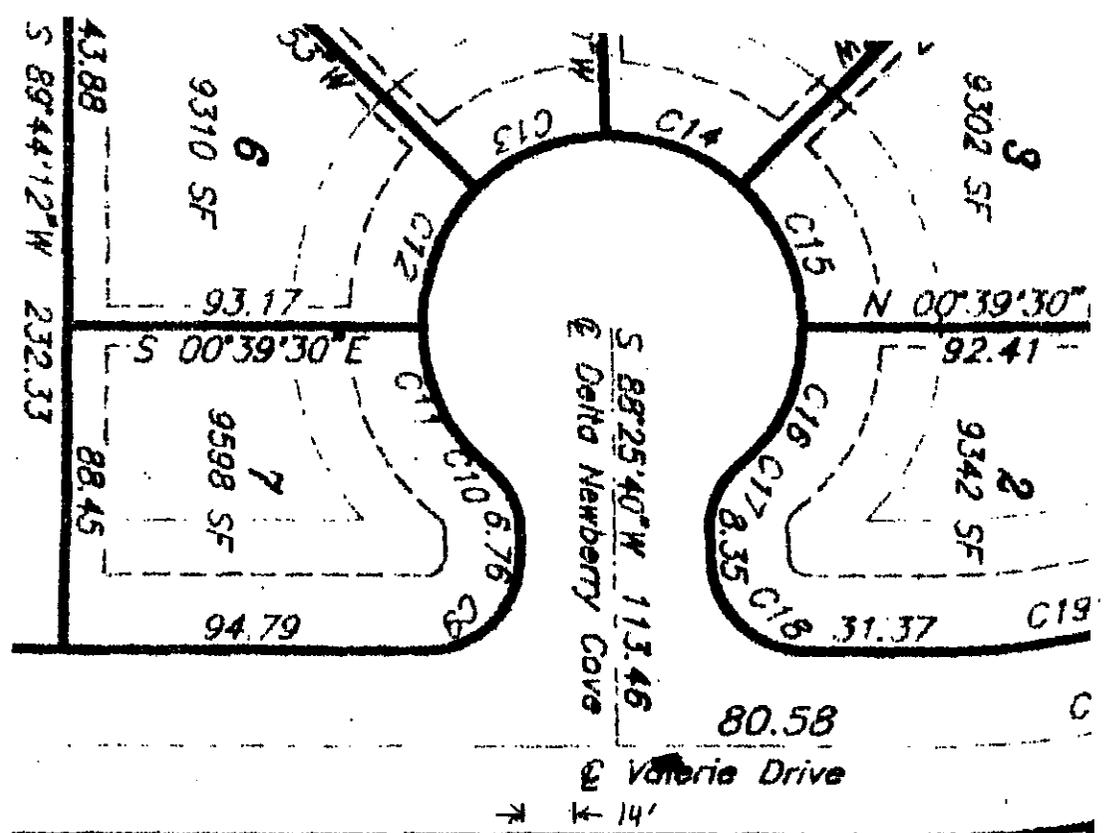
SCALE 1" = 50'

**EASEMENT REQUIRED:**

Unencumbered: \_\_\_\_\_ Encumbered: \_\_\_\_\_

PERM: 0 S.F. PERM: 0 S.F.

TEMP: 1,729 S.F. TEMP: 0 S.F.



TEMPORARY  
CONSTRUCTION  
EASEMENT

PHILLIPS PLACE  
SECTION A  
P.Bk. 26, P. 33

ement (typ.)