

Miller Farms Easement

Prepared by:

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To the Chancery Clerk of DeSoto County, Mississippi:

The real property described herein is situated in the West Half (W ½) of the Southwest Quarter (SW-1/4) of Section 17, the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 18 and the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE ¼) of Section 19, Township 2 South, Range 5 West of DeSoto County, Mississippi.

PERMANENT UTILITY EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT

MARJEAN CLARK MERCER, GERALD BARNETT CLARK, GRANTORS
JANET CLARK WALKER, AND JOHN MILLER CLARK, by virtue
of Last Will and Testament of Marjorie B. Clark

TO

DESOTO COUNTY REGIONAL UTILITY AUTHORITY GRANTEE

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, MARJEAN CLARK MERCER, GERALD BARNETT CLARK, JANET CLARK WALKER, AND JOHN MILLER CLARK, by virtue of Last Will and Testament of Marjorie B. Clark (the "Grantors"), grant to **DESOTO COUNTY REGIONAL UTILITY AUTHORITY** ("Grantee"), a body politic, a perpetual and assignable easement and right-of-way in, on, over and across the land, for the location, operation, maintenance, alteration, repair and patrol of an underground sewer pipeline; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the land-owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines over the land in DeSoto County, Mississippi described as part of the West Half (W ½) of the Southwest Quarter (SW-1/4) of Section 17, the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) and the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 18 and the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE ¼) of Section 19, Township 2 South, Range 5 West of DeSoto County, Mississippi, and being a fifty (50) foot wide permanent utility easement particularly described in Exhibit "A" attached hereto.

The Grantors further grant to Grantee one twenty (20) foot wide and one ten (10) foot wide temporary construction easement and right-of-way, as more specifically described on the attached Exhibit "A."

Upon completion of the construction within the above described permanent utility easements, the above-described temporary construction easements shall terminate.

b

In the event any other utility or third party wishes to work or construct within this easement, said other utility or third party will be required to first give notice to the Grantee by reasonable means.

The Grantors acknowledge the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledge that they are aware of their rights under said Act, including but not limited to:

- a) notification of the Grantee's desire to obtain the property and receipt of a copy of the above named Act;
- b) the opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- c) an opportunity to have the value of the property determined by a Court of competent jurisdiction and to be compensated therefore.

Grantors fully understand that they have the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantors hereby waive their right to just compensation and donate the parcel of property herein described to DeSoto County Regional Utility Authority.

Grantors likewise consent that this Easement may be executed in any number of multiple counterparts with the same effect as if all of the Grantors' representatives had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

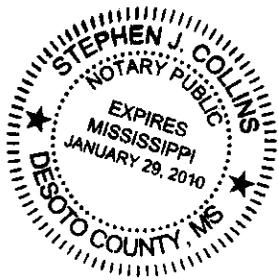
WITNESS OUR SIGNATURES on the dates set forth below.

The Address and Telephone
Number of the Grantor:

*1/2 John Miller Clark
12300 Miller Rd
olive branch, MS 38654
662-895-5148
n/a*

The Address and Telephone
Number of the Grantee:

365 Loshier Street
Suite 300
Hernando, MS 38632
(662) 429-5590



Janet Clark Walker
Janet Clark Walker

DATE: 1-11-08

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 January, 2008, within my jurisdiction, the within named Janet Clark Walker who acknowledged that she signed and delivered the above and forgoing instrument on the day and year therein mentioned.

Stephen J. Collins
NOTARY PUBLIC

My Commission Expires:

1/29/10
[AFFIX NOTARIAL SEAL]

Marjean Clark Mercer
Marjean Clark Mercer

DATE: 1-11-2008

STATE OF Mississippi
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of JANUARY, 2008, within my jurisdiction, the within named Marjean Clark Mercer who acknowledged that she signed and delivered the above and forgoing instrument on the day and year therein mentioned.

Joan Johnson
NOTARY PUBLIC

My Commission Expires:
July 28, 2008
[AFFIX NOTARIAL SEAL]



John Miller Clark

John Miller Clark

DATE: Jan 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 11th day of JANUARY, 2008, within my jurisdiction, the within named John Miller Clark who acknowledged that he signed and delivered the above and forgoing instrument on the day and year therein mentioned.

Paul M. Beale
NOTARY PUBLIC

My Commission Expires:

APR 5, 2009
[AFFIX NOTARIAL SEAL]



Gerald Barnett Clark

Gerald Barnett Clark

DATE: 1-14-08

STATE OF MS

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14 day of Jan, 2008, within my jurisdiction, the within named Gerald Barnett Clark who acknowledged that he signed and delivered the above and forgoing instrument on the day and year therein mentioned.

My Commission Expires: January 12, 2009

Connie Evans
NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARIAL SEAL]

