

SEWER EASEMENT

PC
7/11/08 9:44:13
BK 588 PG 784
DESO TO COUNTY, MS
W.E. DAVIS, CH. CLERK

FOR AND IN CONSIDERATION of the sum of Two thousand one hundred and thirty three Dollars (\$ 2193.09), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bridgetown Community Association, Inc., a Mississippi Corporation, hereinafter referred to as "Grantor", does hereby grant, bargain 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 related to the Bridgetown WWTP. 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.

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 the 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 area 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.

City of Olive Branch

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 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 6th day of June, 2008.

BRIDGETOWN COMMUNITY ASSOCIATION, INC.,
a Mississippi Corporation

By: Randall D. Colston

Witnessed By:

Jerry D. Curry

Its: President

APPROVED AND ACCEPTED by the
City of Olive Branch

By: Samuel P. Rikard
SAMUEL P. RIKARD, MAYOR

ATTEST:

Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

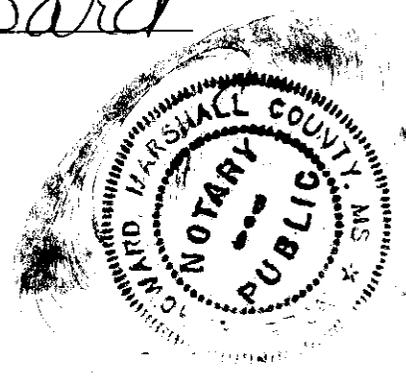
STATE OF Mississippi
COUNTY OF Marshall

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of JUNE, 2008, within my jurisdiction, the within named Jerry D. Curry, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Randall Colston President of Bridgetown Community Association, Inc., a Mississippi Corporation, whose name is subscribed hereto, 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 his name as witness thereto in the presence of same.

Jerry D. Curry
Witness

Notary J. Howard
NOTARY PUBLIC

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

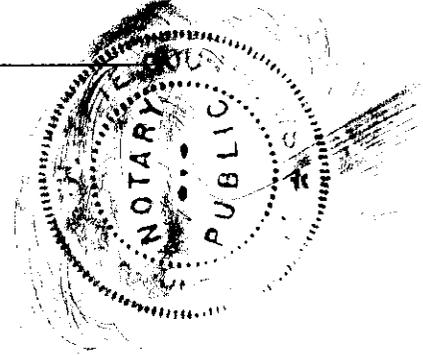


STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 30th day of June, 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.

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:

P. O. Box 56
Nesbit, MS 38651-0000
Bus. Tel.: 901-786-8175
Res. Tel.: 901-786-8175

Grantee's Address:

9200 Pigeon Roost Avenue
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, 662-892-9228.

**BRIDGETOWN COMMUNITY ASSOCIATION, INC.
DEED BOOK 193, PAGE 175**

EXHIBIT 1

Being a portion of the Bridgetown Community Association, Inc. property lying in Section 23, Township 2 South, Range 7 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Book 193, Page 175 in the Desoto County Chancery Clerk's Office and being more particularly described as follows:

NE 1/4
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PERMANENT SEWER EASEMENT (AREA A)

Being a 30 foot wide strip of land having a centerline described as follows: Beginning at a point in the north line of said Section 23, Township 2 South, Range 7 West, said point being 473.76 feet east of the Northwest corner of the Northeast 1/4 of said Section; thence S09°47'52"W a distance of 81.68 feet, and containing 2,450 square feet or 0.056 acres.

PERMANENT SEWER EASEMENT (AREA B)

Being a 30 foot wide strip of land having a centerline described as follows: Beginning at a point in the east line of said Section 23, Township 2 South, Range 7 West, said point being 1,030.60 feet north of the southeast corner of of the Northeast 1/4 of said Section 23; thence S32°27'04"W a distance of 130.57 feet, and containing 3,917 square feet or 0.090 acres.

PERMANENT SEWER EASEMENT (AREA C)

Being a 30 foot wide strip of land described as follows: Commencing at the northeast corner of the southeast quarter of said Section 23, Township 2 South, Range 7 West; thence west and parallel to the south line of Section 23, a distance of 158.26 feet to a point; thence south and parallel to the east line of Section 23, a distance of 49.37 feet to a point; thence west and parallel to the south line of Section 23, a distance of 24.50 feet to a point; thence south and parallel to the east line of Section 23, a distance of 96.60 feet to the true POINT OF BEGINNING; thence S00°25'47"E a distance of 70.84 feet to a point; thence S24°37'19"W a distance of 33.75 feet to a point; thence N65°22'41"W a distance of 30.00 feet to a point; thence N24°37'19"E a distance of 97.93 feet to the POINT OF BEGINNING, and containing 1,975 square feet or 0.05 acres.

TEMPORARY CONSTRUCTION EASEMENT

Being a 10 foot wide strip of land parallel and adjacent to the above described Permanent Sewer Easements. The temporary construction easements contain 10,613 square feet more or less.

Exhibit prepared from Bk. 193, Page 175.
This description is not benefitted by ground survey.

**BRIDGETOWN COMMUNITY ASSOCIATION, INC.
DEED BOOK 407, PAGE 486**

EXHIBIT 1

Being a portion of the Bridgetown Community Association, Inc. property lying in Sections 23 and 24, Township 2 South, Range 7 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Book 407, Page 486 in the Desoto County Chancery Clerk's Office and being more particularly described as follows:

PERMANENT SEWER EASEMENT (AREA D)

Beginning at a point in the north line of the southwest quarter of said Section 24, said point being 213.90 feet east of the northwest corner of said southwest quarter of Section 24; thence N89°22'42"E, and with said north line, a distance of 31.21 feet to a point; thence S15°22'04"W a distance of 105.12 feet to a point; thence N83°58'07"W a distance of 236.48 to a point in the east line of the North Mississippi Utility Company property (187-173); thence N00°26'14"E with said east line a distance of 23.51 feet to the northeast corner of the North Mississippi Utility Company property; thence S89°41'39"W with the north line of the North Mississippi Utility Company property a distance of 130.66 feet to a point; thence N24°37'19"E a distance of 22.31 feet to a point; thence S83°58'07"E a distance of 336.04 feet to a point; thence N15°22'04"E a distance of 71.06 feet to the POINT OF BEGINNING and containing 11,137 square feet or 0.26 acres.

TEMPORARY CONSTRUCTION EASEMENT (A)

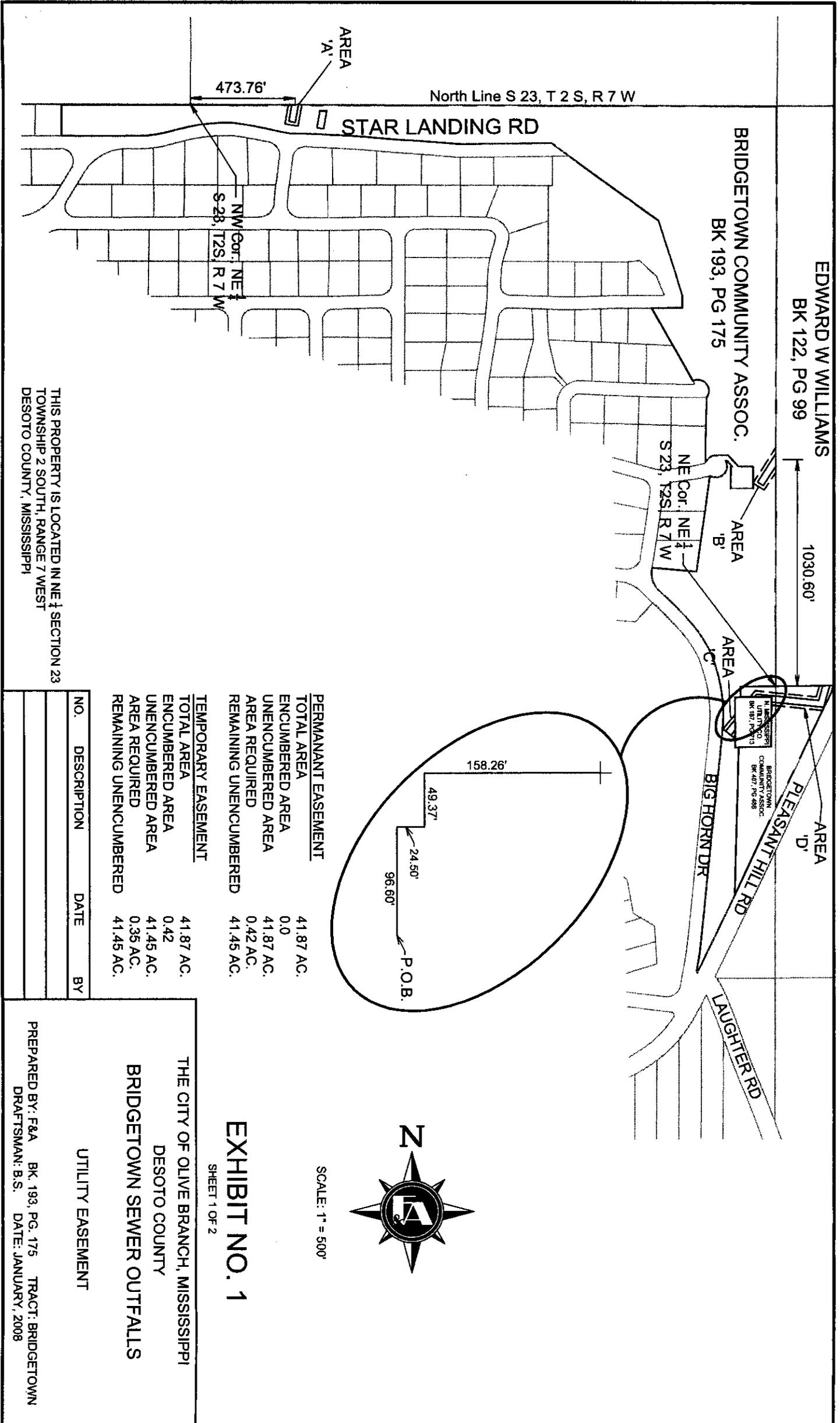
Beginning at a point in the north line of the southwest quarter of said Section 24, said point being 245.11 feet east of the northwest corner of the southwest corner of said Section 24; thence N89°22'42"E with said north line a distance of 15.60 feet to a point; thence S15°22'04"W a distance of 37.81 feet to a point in the west line of Pleasant Hill Road; thence S25°21'58"W with said west line a distance of 88.20 feet to a point; thence N83°58'07"W a distance of 232.22 to a point in the east line of the North Mississippi Utility Company property (187-173); thence N00°26'14"E with said east line a distance of 15.07 feet to a point; thence S83°58'07"E a distance of 236.48 feet to a point; thence N15°22'04"E a distance of 105.12 feet to the POINT OF BEGINNING and containing 4,690 square feet or 0.108 acres.

TEMPORARY CONSTRUCTION EASEMENT (B)

Beginning at a point in the north line of the southwest quarter of said Section 24, said point being 198.30 feet east of the northwest corner of said southwest quarter of Section 24; thence N89°22'42"E with said north line a distance of 15.60 feet to a point; thence S15°22'04"W a distance of 71.06 feet to a point; thence N83°58'07"W a distance of 336.04 to a point; thence S24°37'19"W a distance of 22.31 feet to a point in the north line of the North Mississippi Utility Company property (187-173); thence S89°41'39"W with said north line a distance of 16.54 feet to a point; thence N24°37'19"E a distance of 40.07 feet to a point; thence S83°58'07"E a distance of 334.09 feet to a point; thence N15°22'04"E a distance of 54.03 feet to the POINT OF BEGINNING and containing 6,431 square feet or 0.15 acres.

Exhibit prepared from Bk. 407, Page 486.

This description is not benefitted by ground survey.



THIS PROPERTY IS LOCATED IN NE 1/4 SECTION 23
 TOWNSHIP 2 SOUTH, RANGE 7 WEST
 DESOTO COUNTY, MISSISSIPPI

PERMANANT EASEMENT	
TOTAL AREA	41.87 AC.
ENCUMBERED AREA	0.0
UNENCUMBERED AREA	41.87 AC.
AREA REQUIRED	0.42 AC.
REMAINING UNENCUMBERED	41.45 AC.
TEMPORARY EASEMENT	
TOTAL AREA	41.87 AC.
ENCUMBERED AREA	0.42
UNENCUMBERED AREA	41.45 AC.
AREA REQUIRED	0.35 AC.
REMAINING UNENCUMBERED	41.45 AC.

NO.	DESCRIPTION	DATE	BY

SCALE: 1" = 500'



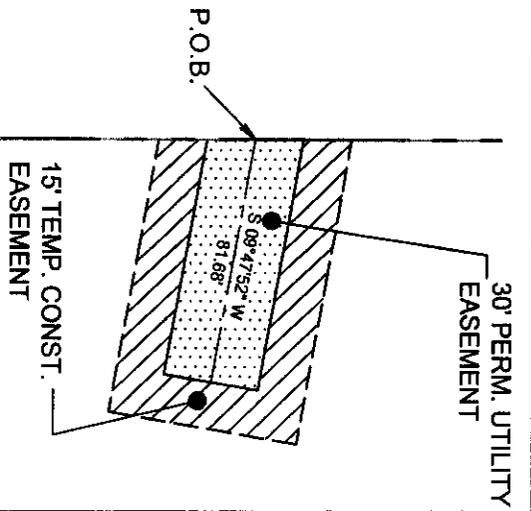
EXHIBIT NO. 1

SHEET 1 OF 2

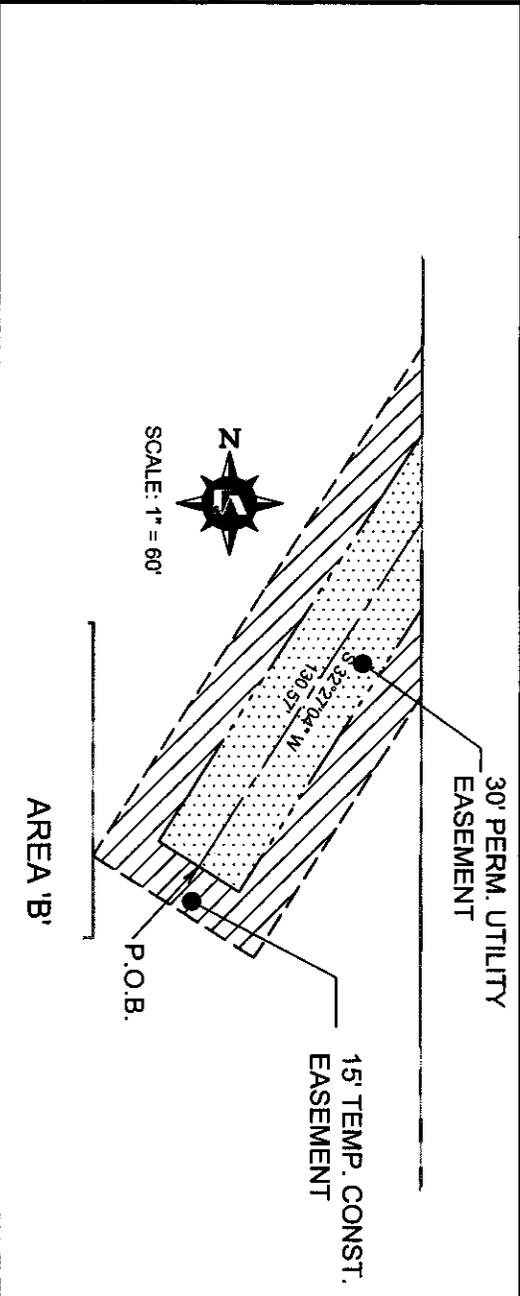
THE CITY OF OLIVE BRANCH, MISSISSIPPI
 DESOTO COUNTY
 BRIDGETOWN SEWER OUTFALLS

UTILITY EASEMENT

PREPARED BY: F&A BK. 193, PG. 175 TRACT: BRIDGETOWN
 DRAFTSMAN: B.S. DATE: JANUARY, 2008



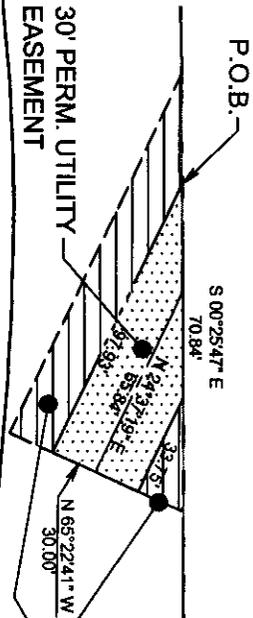
AREA 'A'
 SCALE: 1" = 60'



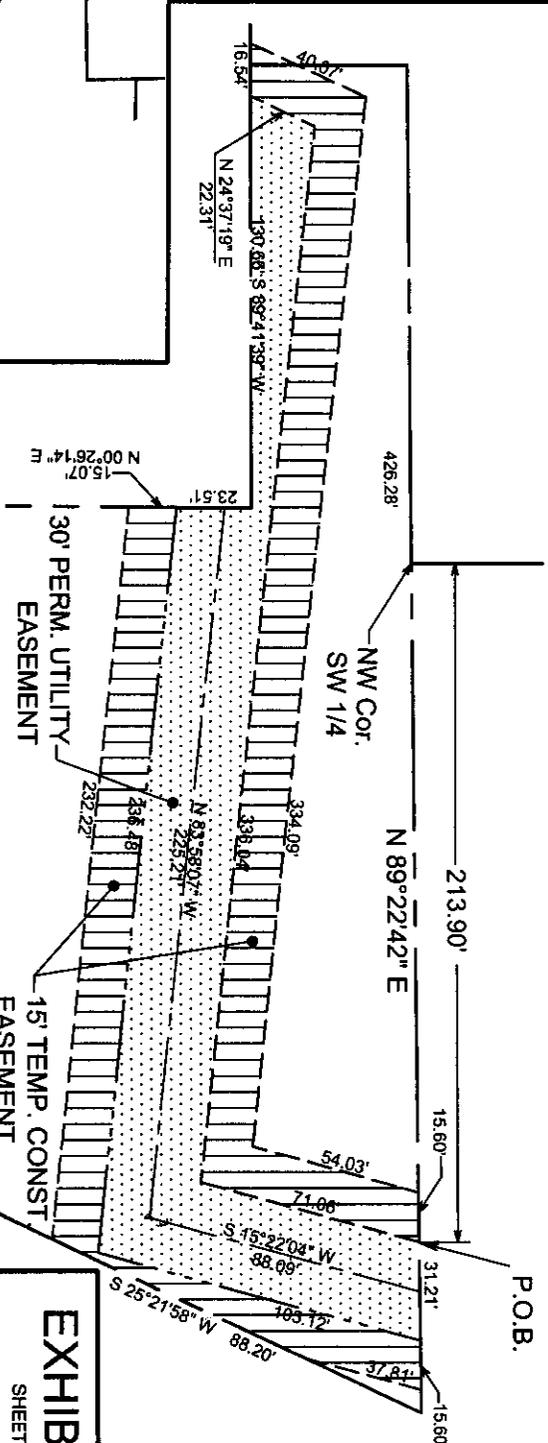
SCALE: 1" = 60'

AREA 'B'

PERMANENT EASEMENT	
TOTAL AREA	41.87 AC
ENCUMBERED AREA	0.0
UNENCUMBERED AREA	41.87 AC
AREA REQUIRED	0.46 AC.
REMAINING UNENCUMBERED	41.41 AC.
TEMPORARY EASEMENT	
TOTAL AREA	41.87 AC
ENCUMBERED AREA	0.0
UNENCUMBERED AREA	41.87 AC.
AREA REQUIRED	0.50 AC.
REMAINING UNENCUMBERED	41.37 AC.



AREA 'C'
 SCALE: 1" = 60'



SCALE: 1" = 60'

130
 225
 355

THE CITY OF OLIVE BRANCH, MISSISSIPPI
 DESOTO COUNTY
 BRIDGETOWN SEWER OUTFALLS

EXHIBIT NO. 1
 SHEET 2 OF 2

UTILITY EASEMENT

THIS PROPERTY IS LOCATED IN NE 1/4 SECTION 23
 TOWNSHIP 2 SOUTH, RANGE 7 WEST
 DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

PREPARED BY: F&A BK. 193, PG. 175 TRACT: BRIDGETOWN
 DRAFTSMAN: B.S. DATE: JANUARY, 2008