

SEWER EASEMENT

FOR AND IN CONSIDERATION of the sum of Nine Thousand Nine Hundred and Ninety (\$ 9990⁰⁰), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ann Hall Bridgforth, Donna Kay Byrd Bridgforth, Margaret B. Sanford Family, L.P., Dudley B. Bridgforth, Jr., David R. Bridgforth and Barry W. Bridgforth 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.

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 her 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 12th day of May, 2008.

ANN HALL BRIDGFORTH

By: Ann Hall Bridgforth

Witnessed By:

Christy McAdley

DONNA KAY BYRD BRIDGFORTH

By: Donna Kay Byrd Bridgforth

Witnessed By:

Mary B Kirkpatrick

MARGARET B. SANFORD FAMILY, L.P.,
A Mississippi Limited Partnership

By: Margaret B. Sanford

Witnessed By:

Christy McAdley

DUDLEY B. BRIDGFORTH, JR.

By: Dudley B. Bridgforth Jr

Witnessed By:

Mary B Kirkpatrick

DAVID R. BRIDGFORTH

By: David Bridgforth

Witnessed By:

Mary B Kirkpatrick

BARRY W. BRIDDFORTH

By: Barry W. Bridgforth

Witnessed By:

Mary B Kirkpatrick

APPROVED AND ACCEPTED by the
City of Olive Branch

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

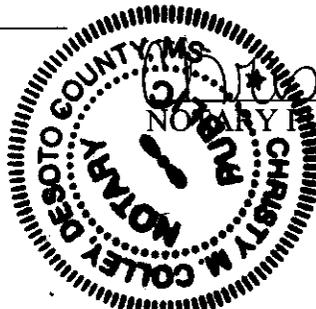
ATTEST:

Judy C. Herrington
JUDY C. HERRINGTON, CITY CLERK

STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of May, 2008, within my jurisdiction, Ann Hall Bridgforth the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that she saw the within named Ann Hall Bridgforth, whose name is subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed h name as witness thereto in the presence of same.

Witness

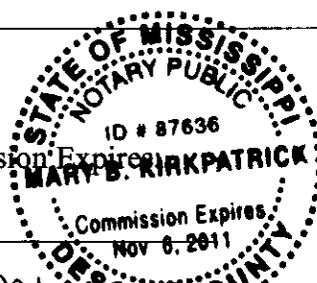
Christy M. Colley
NOTARY PUBLIC


My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 18, 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 12th day of May, 2008, within my jurisdiction, Donna Kay Bridgforth the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that she saw the within named Donna Kay Byrd Bridgforth, whose name is subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed h name as witness thereto in the presence of same.

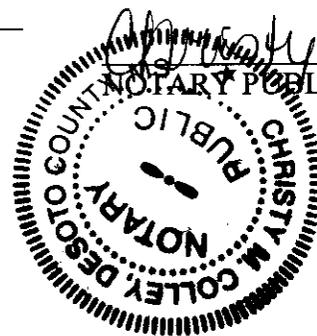
Witness

Mary B. Kirkpatrick
NOTARY PUBLIC


My Commission Expires:
STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of May, 2008, within my jurisdiction, Margaret B Sanford the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that she saw the within named _____ of Margaret B. Sanford Family, L.P., a Mississippi Limited Partnership, whose name is subscribed hereto, sign and deliver the same to the City of Olive Branch after first having been duly authorized by said Partnership so to do; and that the affiant subscribed h name as witness thereto in the presence of same.

Witness

Christy M. Colley
NOTARY PUBLIC


My Commission Expires:
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 18, 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 12th day of May, 2008, within my jurisdiction, Dudley B. Bridgforth the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that ~~he saw the within named Dudley B. Bridgforth, Jr., whose name is subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed h~~ name as witness thereto in the presence of same.

Witness



Mary B. Kirkpatrick
NOTARY PUBLIC

My Commission Expires:

STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of May, 2008, within my jurisdiction, David R. Bridgforth the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that ~~he saw the within named David R. Bridgforth, whose name is subscribed hereto,~~ did sign and deliver the same to the City of Olive Branch; ~~and that the affiant subscribed h~~ name as witness thereto in the presence of same.

Witness



Mary B. Kirkpatrick
NOTARY PUBLIC

My Commission Expires:

STATE OF Mississippi
COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of May, 2008, within my jurisdiction, Barry W. Bridgforth the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that ~~he saw the within named Barry W. Bridgforth, whose name is subscribed hereto,~~ did sign and deliver the same to the City of Olive Branch; ~~and that the affiant subscribed h~~ name as witness thereto in the presence of same.

Witness



Mary B. Kirkpatrick
NOTARY PUBLIC

My Commission Expires:

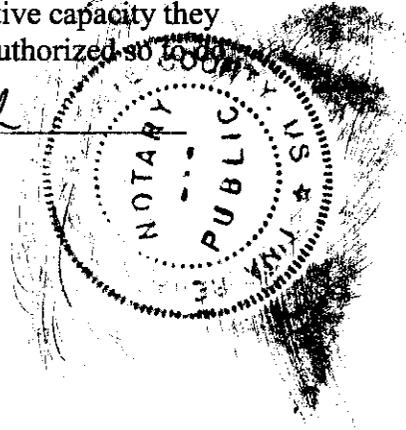
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 30th day of June, 2008, 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.

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT 25, 2010
BONDED THRU STEGALL NOTARY SERVICE

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:
3606 Bridgforth Road
Olive Branch, MS
Bus. Tel.: 895-4441
Res. Tel.: _____

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.

**DUDLEY B. BRIDGEFORTH, JR.
DEED BOOK 547, PAGES 719 AND 721**

BK 589 PG 6

EXHIBIT 1

SE 1/4
↓

Being a portion of the Dudley B. Bridgeforth, Jr. et al property lying in Section 14, Township 2 South, Range 7 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Book 547, Pages 719 and 721 in the Desoto County Chancery Clerk's Office and being more particularly described as follows:

PERMANENT SEWER EASEMENT

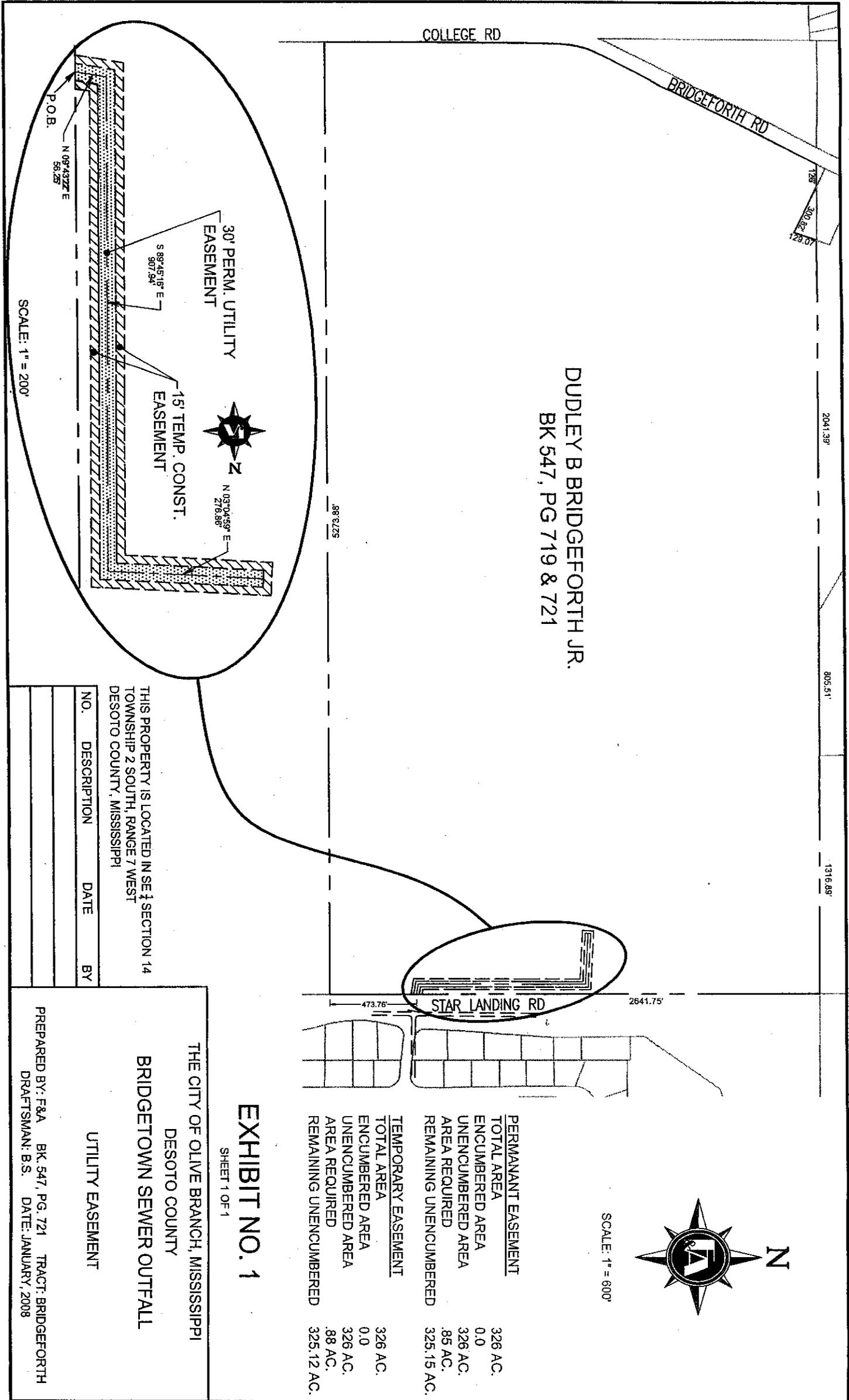
Being a 30 foot wide strip of land having a centerline described as follows: Beginning at a point in the south line of the southeast quarter of said Section 14, said point being 473.76 feet east of the southwest corner of the southeast quarter of said Section 14; thence N09°43'22"E, a distance of 56.25 feet to a point; thence S89°45'16"E a distance of 907.94 feet to a point; thence N03°04'59"E a distance of 276.86 feet to a point and containing 37,232 square feet or 0.855 acres.

TEMPORARY CONSTRUCTION EASEMENT

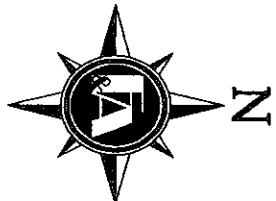
Being a 15 foot wide strip of land parallel and adjacent to the above described Permanent Sewer Easement. The temporary construction easements contain 38,132 square feet or 0.875 acres.

Exhibit prepared from Bk. 547, Page 719 and 721.

This description is not benefitted by ground survey.



DUDLEY B BRIDGEFORTH JR.
 BK 547, PG 719 & 721



SCALE: 1" = 800'

PERMANANT EASEMENT	
TOTAL AREA	326 AC.
ENCUMBERED AREA	0.0
UNENCUMBERED AREA	326 AC.
AREA REQUIRED	.85 AC.
REMAINING UNENCUMBERED	325.15 AC.
TEMPORARY EASEMENT	
TOTAL AREA	326 AC.
ENCUMBERED AREA	0.0
UNENCUMBERED AREA	326 AC.
AREA REQUIRED	.88 AC.
REMAINING UNENCUMBERED	325.12 AC.

EXHIBIT NO. 1

SHEET 1 OF 1

THIS PROPERTY IS LOCATED IN SE 1/4 SECTION 14
 TOWNSHIP 2 SOUTH, RANGE 7 WEST
 DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

THE CITY OF OLIVE BRANCH, MISSISSIPPI
 DESOTO COUNTY
BRIDGETOWN SEWER OUTFALL
 UTILITY EASEMENT

PREPARED BY: F&A BK. 547, PG. 721 TRACT: BRIDGEFORTH
 DRAFTSMAN: B.S. DATE: JANUARY, 2008