

STATE OF MISSISSIPPI  
COUNTY OF DESOTO)

PERMANENT UTILITY EASEMENT

THIS INDENTURE, made and entered into on this the 30<sup>th</sup> day of April, 2009, by and between **BETTY B. WHITTEN JENKINS, individually and as Life Tenant; both by and through her attorney in fact, BETTYE B. WHITTEN FUNDERBURK; and BETTYE B. WHITTEN FUNDERBURK, in her capacity as Executrix and Testamentary Trustee under the Last Will and Testament of David B. Bridgforth,** party of the first part, and the **CITY OF SOUTHAVEN, MISSISSIPPI,** a municipal corporation and body politic, party of the second part.

WITNESSETH:

That the party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and other good and valuable considerations hereinafter recited, does hereby give, grant and convey unto the part of the second party, its successors and assigns, a permanent utility easement along, across or under the hereinafter described property to be used as a general utility easement by the City of Southaven, Mississippi, and a temporary construction easement along, across or under lands of the part of the first part, all situated in DeSoto County, Mississippi and described as follows, to-wit:

A forty (40) foot wide permanent utility easement located in the <sup>NE QUARTER & THE NW QUARTER</sup> North (N 1/4) of Section 21, Township 2 South, Range 7 West, DeSoto County, Mississippi being twenty (20) feet either side of a centerline more particularly described as:

Said point of commencement begins on a proposed sewer centerline on the West property line of the Jenkins Property, as recorded in Deed Book 39, Page 249, on file in the Chancery Clerk's Office of DeSoto County, Mississippi, 361 feet, more or less, North of the Southwest corner along the West property line of the Jenkins property, as recorded in Deed Book 39, Page 249, on file in the Chancery Clerk's Office, DeSoto County, Mississippi, thence N 61°57'27" E a distance of 44.65 feet, more or less to a manhole and the point of beginning.

Said centerline point of beginning begins at the proposed manhole thence south a distance of 381 feet, more or less to a the South property line of the Jenkins property and containing 0.35 acres, more or less.

TOGETHER WITH all rights and privileges necessary or convenient for the full enjoyment or use thereof, including the right of ingress and egress to and from said easement;

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason for the installation of the structures referred to herein and grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use of the grantor's premises. This agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns. The Grantors do covenant that they are the Owners of the above mentioned land and that said land is free and clear of all encumbrances and liens except the following:

\_\_\_\_\_

City SK

IN WITNESS THEREOF, the party of the first part hereunto subscribed their names on the date first above written.

*Betty B. Whitten Jenkins*

by: *Betty B. Whitten Funderburk, as attorney in fact*

**BETTY B. WHITTEN JENKINS, Individually**  
**By: BETTYE B. WHITTEN FUNDERBURK, AS ATTORNEY IN FACT**

*Betty B. Whitten Jenkins*

by: *Betty B. Whitten Funderburk, as attorney in fact*

**BETTYE B. WHITTEN JENKINS, Life Tenant,**  
**By: BETTYE B. WHITTEN FUNDERBURK, AS ATTORNEY IN FACT**

*Betty B. Funderburk*

**BETTY B. FUNDERBURK, Executrix and Testamentary Trustee**  
**Under the Last Will & Testament of David B. Bridgforth**

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY, appeared before me, the undersigned authority in and for said County and State, on this the 30<sup>th</sup> day of April, 2009, within my jurisdiction, the within named **BETTYE B. WHITTEN FUNDERBURK**, who acknowledged that she is attorney in fact of **BETTYE B. WHITTEN JENKINS** and that for and on behalf of said **BETTYE B. WHITTEN JENKINS** and as her act and deed, she subscribed the name of **BETTYE B. WHITTEN JENKINS** to the foregoing instrument of writing individually and as life tenant and her own name as attorney in fact, and signed and delivered the same on the day and year and in the capacity therein mentioned, having first been duly authorized do so.

Given under my hand and official seal, this the 30<sup>th</sup> day of April, 2009.

*Mary B. Kirkpatrick*  
Notary Public

My Commission expires: \_\_\_\_\_



STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY, appeared before me, the undersigned authority in and for said County and State, on this the 30<sup>th</sup> day of April, 2009, within my jurisdiction, the within named **BETTYE B. WHITTEN FUNDERBURK**, who acknowledged that she is the duly qualified and acting Executrix and Testamentary Trustee under the Last Will and Testament of David B. Bridgforth, and who acknowledged that in said capacity she executed and delivered the above and foregoing instrument, having first been duly authorized do so.

Given under my hand and official seal, this the 30<sup>th</sup> day of April, 2009.

*Mary B. Kirkpatrick*  
Notary Public

My Commission expires: \_\_\_\_\_



INDEXING INSTRUCTIONS: NE ¼ SECTION 29, T2S, R7W, DESOTO COUNTY, MS

Grantor's Address: 3689 Bridgforth Road  
Olive Branch, MS 38654  
662-429-4077

Grantee's Address: 8710 Northwest Dr.  
Southaven, MS 38671  
662-280-2489

INSTRUMENT PREPARED BY: Neel-Schaffer  
5740 Getwell Road, Bldg 2  
Southaven, Mississippi 38672  
Phn. No. (662) 890-6404

RETURN DOCUMENT TO THE CITY OF SOUTHAVEN