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INDEXING INSTRUCTIONS: Located in Section 8, Township 2 South, Range 6 West, DeSoto County, Mississippi, and recorded in Plat Book 64 at Page 4 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

RIGHT-OF-WAY ENCROACHMENT AGREEMENT

WHEREAS, Russell M. Basinger, Hugh Basinger and Peggie A. Basinger, hereinafter referred to as "Basinger," are the owners of property adjacent to Oakwood Park Subdivision in the City of Olive Branch. Oakwood Park Subdivision is located in Section 8, Township 2 South, Range 6 West, and recorded in Plat Book 64, at Page 4 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and

WHEREAS, Basinger's property adjoins the Subdivision at a point adjacent to the unimproved but dedicated public right-of-way for Elizabeth Drive at a point between Lot 77 and Lot 76, and

WHEREAS, Basinger desires to connect a private drive to the City's right of way and has requested permission to improve approximately 166 ft. of the right-of-way for Elizabeth Drive at a point between Lot 77 and 76 in the Oakwood Park Subdivision, and

WHEREAS, Basinger has requested permission to improve this portion of Elizabeth Drive for purposes of his use of such right-of-way as a driveway to a residence to be constructed on his property west of the Oakwood Park Subdivision, and Basinger has requested the City's permission to allow the improvements to remain in the City's road right-of-way, and

WHEREAS, the City Engineer is of the opinion that the improvements pose no hazard to vehicular traffic and, most likely, will not interfere with future road expansion, and

WHEREAS, the City is willing to permit the encroachment under certain conditions.

AND NOW, in consideration of the terms and recitals set forth hereinbelow, the parties hereto agree as follows, to wit:

1. Basinger be, and he is hereby authorized to construct the above-described improvement in the road right-of-way of Elizabeth Drive at this time.
2. Any use of, maintenance on, or repair of, the improvements shall not interfere with, or cause any hazard to traffic on Elizabeth Drive.
3. The City shall have no responsibility for the maintenance of the improvements.
4. The City shall have the right to remove, or require Basinger, or his successors in title, to remove the improvements at any time with or without notice, and without compensation to Basinger or any successors in title.
5. This Agreement shall be recorded in the Land Records in the Office of the Chancery Clerk of DeSoto County, Mississippi and shall run with the land.

 Prepared by and return to: Bryan E. Dye, BAR NO. 100796
City of Olive Branch
9200 Pigeon Roost Road, Olive Branch, MS 38654
(662) 892-9228

- 6. The Chancery Clerk is hereby requested to make a marginal notation on the above-referenced Subdivision plat, noting the existence of this Agreement.
- 7. Any cost to be incurred in cleaning or clearing the subject property required to construct the improvement shall be borne by Basinger.
- 8. At such point in time as property to the west of Oakwood Park Subdivision, currently owned by Basinger, is developed, should such development seek access to the general system of city streets via the Elizabeth Drive right-of-way, Basinger, or the developer of the subject property, or Basinger's successor in title as the case may be, shall be responsible for the improvement of Elizabeth Drive to City's standard specifications for the 166 ft. of right-of-way over which Basinger has been granted permission to construct a driveway pursuant to this Right-of-Way Encroachment Agreement.

SO AGREED, this 31 day of Dec., 2009

Russell M. Basinger
RUSSELL M. BASINGER

Hugh Basinger
HUGH BASINGER

Peggie A. Basinger
PEGGIE A. BASINGER

CITY OF OLIVE BRANCH

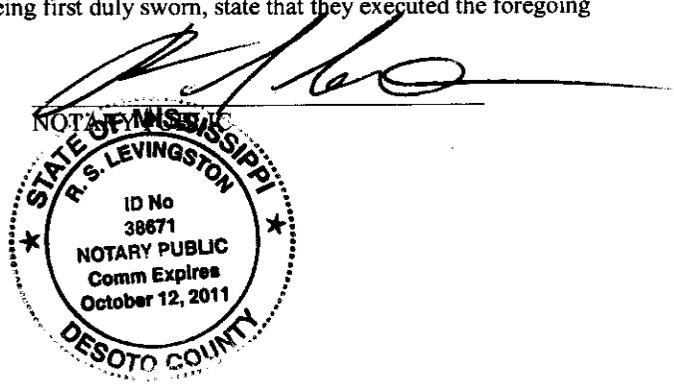
BY: *Samuel P. Rikard*
SAMUEL P. RIKARD, MAYOR

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 31TH day of December, 2009, within my jurisdiction, Russell M. Basinger, Hugh Basinger and Peggie A. Basinger, who, being first duly sworn, state that they executed the foregoing document as their free and voluntary act.

My Commission Expires:
10/12/11



STATE OF MISSISSIPPI

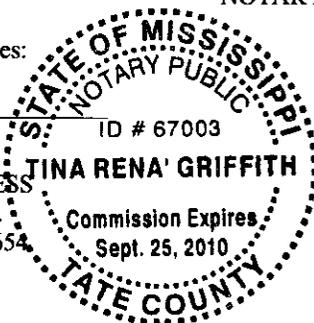
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 1st day of February, 2010, 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.

Tina Rena' Griffith
NOTARY PUBLIC

My Commission Expires:

GRANTOR'S ADDRESS
9200 Pigeon Roost Rd.
Olive Branch, MS 38654
Bus.: 662-892-9200
Bus.: 662-892-9200



GRANTEE'S ADDRESS
7200 College Rd.
Olive Branch, MS 38654
Home: 662-895-1712
Other: 662-895-1712

of
sl

QUITCLAIM DEED

DK W BK 626 PG 425

Russell M. Basinger and Hugh Basinger GRANTORS

PREPARED BY: Hugh Basinger
7200 College Rd.
Olive Branch, MS 38654
901-870-0707

Russell M. Basinger, Hugh Basinger and Peggie A. Basinger GRANTEES

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Russell M. Basinger and Hugh Basinger, do hereby quitclaim and release to Russell M. Basinger, Hugh Basinger, and Peggie A. Basinger, all of our right, title and interest in and to the property lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

TRACT I: 81.518 acres situated in Section 8, Township 2 South, Range 6 West, DeSoto County, Mississippi, being more particularly described as BEGINNING at a 1/2 inch iron pipe in the South line of the Northwest Quarter of Section 8, Township 2 South, Range 6 West, DeSoto County, Mississippi, said point being 1323.63 feet South 89 degrees 58 minutes 01 seconds East of the Southwest corner of the Southwest Quarter of said Section 8, thence North 0 degrees 12 minutes 48 seconds West 2660.07 feet (call North 0 degrees 24 minutes 15 seconds West 2660.07 feet) to a point; thence South 89 degrees 18 minutes 58 seconds East 1353.99 feet to a point; thence South 0 degrees 26 minutes 29 seconds West 2644.73 feet (call South 0 degrees 14 minutes 57 seconds West 2644.63 feet) to a point; thence North 89 degrees 58 minutes 01 seconds West 1323.63 feet to a point of beginning, and containing 81.518 acres.

TRACT II: .45 acres situated in Section 17, Township 2 South, Range 6 West, DeSoto County, Mississippi, being more particularly described as BEGINNING at a 1/2 inch iron pipe in the South line of the Northwest Quarter of Section 8, Township 2 South, Range 6 West, DeSoto County, Mississippi, said point being 1323.63 feet South 89 degrees 58 minutes 01 seconds East of the Southwest corner of the Southwest Quarter of said Section 8; thence South 89 degrees 58 minutes 01 seconds East 200.0 feet to a point; thence South 0 degrees 24 minutes 15 seconds East 117.27 feet (call 117.20 feet) to a point in the center line of College Road; thence North westwardly along the center line of College Road the following courses, North 76 degrees 25 minutes 16 seconds West 16.11 feet (Call 15.85 feet) to a point; thence North 80 degrees 11 minutes 56 seconds West 119.18 feet to a point; thence North 75 degrees 25 minutes 23 seconds West 69.43 feet (Call 70.94 feet) to a point; thence North 0 degrees 24 minutes 15 seconds West 75.84 feet (Call 72.39 feet) to a point of beginning and containing 0.45 acres.

The Grantors warrants only that the property being conveyed is no part or parcel of their homestead.

That this conveyance is subject to all existing liens, mortgages, assessments, or any other indebtedness related to said property, if any at all. That the Grantors are conveying said property ~~with~~ and no warranty is given as to the condition of said property. That further this conveyance is subject to all recorded or unrecorded rights of way, public utility easements, and to any rights of way or easements, and any discrepancies, conflicts, encroachments, or shortages in area and boundaries which a correct survey and/or physical inspection of the property would reveal. That additionally this conveyance is subject to all zoning and subdivision regulations of DeSoto County, Mississippi.

Hugh Basinger
Call - 901-870-0707

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This being the same property as described and recorded in the Chancery Clerk's Land Records of DeSoto County, Mississippi in Warranty Deed Book 255, Page 801 and Book 282, Page 124.

The Grantees shall be responsible for all taxes on said property.

Possession is given on delivery of this deed.

WITNESS OUR SIGNATURE on this the 24 day of March 2006.

Russell M. Basinger
Russell M. Basinger

Hugh Basinger
Hugh Basinger

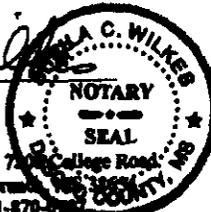
STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this the 24 day of March, 2006, within my jurisdiction, the within named Russell M. Basinger and Hugh Basinger, who acknowledged that they executed the above and foregoing instrument.

My Commission Expires:

1-19-07

Ashley C. Wilkes



Notary Public

GRANTOR'S ADDRESS: 7200 College Road
Olive Branch, MS 38654

Home n/a Work 901-870-0707
N/A 662-8951712

GRANTEE'S ADDRESS: 7200 College Road
Olive Branch, MS 38654

Home N/A Work 901-870-0707
N/A 662-8951712

NO TITLE WORK REQUESTED, NO TITLE SEARCH CONDUCTED, AND NO TITLE
CERTIFICATE ISSUED BY PREPARER OF DEED.