

INSTRUMENT PREPARED BY and AFTER RECORDING RETURN TO:  
Neel-Schaffer  
5740 Getwell Road, Building 2  
Southaven, Mississippi 38672  
Phone No. (662) 890-6404

Grantor's Address:  
6910 Airways Blvd.  
Southaven, MS 38671  
Phone No. (662) 349-4200

Grantee's Address:  
8710 Northwest Dr. Suite 100  
Southaven, MS 38671  
TEL: 662-280-2489

INDEXING INSTRUCTIONS: NE ¼ SECTION 19, T2S, R7W, DESOTO COUNTY, MS

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

**PERMANENT UTILITY EASEMENT**  
**TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE, made and entered into on this the 15<sup>th</sup> day of July, 2009, by and between **COMMUNITY BANK, N.A.**, 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:

Parcel 1:

A twenty (20) foot wide **permanent utility easement** located in the Northeast Quarter (NE ¼) of Section 19, Township 2 South, Range 7 West, DeSoto County, Mississippi being ten (10) feet either side of the centerline of a proposed sanitary sewer line more particularly described as:

Said centerline begins on the East property line of the Community Bank property as recorded in Deed Book 569, Page 99, on file in the Chancery Clerk's Office of DeSoto County, Mississippi, 68 feet, more or less, North of the Southeast corner along the east property line of the Community Bank property, as recorded in Deed Book 569, Page 99, on file in the Chancery Clerk's Office, DeSoto County, Mississippi, thence N 31°16'54" W a distance of 206.84 feet, more or less, to a manhole; thence N 84°55'29" W, a distance of 132.63 feet, more or less, to a manhole; thence N 00°05'22" W, a distance of 400.00 feet, more or less, to a manhole; thence N 03°43'43" W, a distance of 304.3 feet, more or less, to a manhole; thence N 45°08'12" W, a distance of 179.45 feet, more or less, to the south property line of Lot 28, Stewartshire Subdivision, Section A, Plat Book 102, Page 46, on file in the Chancery Clerk's Office of DeSoto County, Mississippi containing 0.56 acres, more or less.

TOGETHER WITH a twenty-five (25) foot wide **temporary easement** located along, adjoining, South and West of the above described permanent utility easement and containing 0.70 acres, more or less.

TOGETHER WITH a twenty-five (25) foot wide **temporary easement** located along, adjoining North and East of the above described permanent utility easement and containing 0.70 acres, more or less.

Parcel 2:

A twenty (20) foot wide **permanent utility easement** located in the Northeast Quarter (NE ¼) of Section 19, Township 2 South, Range 7 West, DeSoto County, Mississippi being ten (10) feet either side of the centerline of a proposed sanitary sewer line more particularly described as:

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Said centerline begins on the South property line of Lot 28, Stewartshire Subdivision, as recorded in Plat Book 102, Page 46, on file in the Chancery Clerk's Office of DeSoto County, Mississippi, 153 feet, more or less, East of the Southwest property corner, thence N 45°08'12" W, a distance of 160.65 feet, more or less, to the east property line of Lot 27, Stewartshire Subdivision, as recorded in Plat Book 102, Page 46, on file in the Chancery Clerk's Office of DeSoto County, Mississippi containing 0.07 acres, more or less.

TOGETHER WITH a twenty-five (25) foot wide **temporary easement** located along, adjoining, South and West of the above described permanent utility easement and containing 0.06 acres, more or less.

TOGETHER WITH a twenty-five (25) foot wide **temporary easement** located along, adjoining North and East of the above described permanent utility easement and containing 0.06 acres, more or less.

**Parcel 3:**

A twenty (20) foot wide **permanent utility easement** located in the Northeast Quarter (NE ¼) of Section 19, Township 2 South, Range 7 West, DeSoto County, Mississippi being ten (10) feet either side of the centerline of a proposed sanitary sewer line more particularly described as:

Said centerline begins on the South property line of Lot 27, Stewartshire Subdivision, as recorded in Plat Book 102, Page 46, on file in the Chancery Clerk's Office of DeSoto County, Mississippi, 115 feet, more or less, North of the Southeast property corner, thence N 45°08'12" W, a distance of 5.52 feet, more or less, to the south property line of Lot 28, Stewartshire Subdivision, as recorded in Plat Book 102, Page 46, on file in the Chancery Clerk's Office of DeSoto County, Mississippi containing 0.004 acres, more or less.

TOGETHER WITH a twenty-five (25) foot wide **temporary easement** located along, adjoining, South and West of the above described permanent utility easement and containing 0.03 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 temporary construction easement conveyed hereby shall be effective upon the date of execution hereof, but shall terminate upon the completion date of the utility project by the City of Southaven, Mississippi.

Party of the second part agrees to restore the easement area granted herein to its original condition. 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:

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

COMMUNITY BANK, N.A.

BY: Simon E. Weir II

ITS: President-Desoto Division

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the state and county aforesaid, within my jurisdiction, the within named Simon E. Weir II, who acknowledged that he/she is the President-Desoto of COMMUNITY BANK, N.A. and, as the act and deed of said bank, he/she executed and delivered the above and foregoing instrument, being duly authorized so to act.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 15<sup>th</sup> day of July, 2009.

Leigh Anne Young  
NOTARY PUBLIC

My Commission Expires:

