

NW 1/4 S33/T2S/R6W

UTILITY EASEMENT

FOR AND IN CONSIDERATION of the sum of two hundred fifty Dollars and 00/100 (\$ 250.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Gregory T. Kuntz and wife, Julia C. Kuntz, hereinafter referred to as "Grantors," do 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 Utility 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.

It is understood and agreed that the purpose of this easement is for the Grantee to relocate utility lines for the I-269 Project. 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 Grantors 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 Grantors agree 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 Grantors 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 Grantors.

Grantor's Address:
512 Ross Road
Olive Branch, MS 38654
Bus. Tel.: 601-895-0748
Res. Tel.: 601-895-0748

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, BAR NO. 100796,

City of Olive Branch, 9200 Pigeon Roost Rd., Olive Branch, MS 38654, 662-892-9228.

GRANTORS 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 GRANTORS' property, includes compensation for damages, if any, to GRANTORS' property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTORS' 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 GRANTORS covenant and warrant 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 GRANTORS; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

Grantors fully understand 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. Grantors hereby waive their right to request the appraisal and convey the real property for the utility 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. 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.

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 Grantors have hereunto set its hand and seal, this 8 day of August, 2010.

GREGORY T. KUNTZ

Witnessed By:

[Handwritten signature]

By: *[Handwritten signature: Gregory T. Kuntz]*

JULIA C. KUNTZ

Witnessed By:

[Handwritten signature]

By: *[Handwritten signature: Julia C. Kuntz]*

APPROVED AND ACCEPTED by the City of Olive Branch

By: *[Handwritten signature: Samuel P. Rikard]*
SAMUEL P. RIKARD, MAYOR

ATTEST:
[Handwritten signature: Judy C. Herrington]
JUDY C. HERRINGTON, CITY CLERK

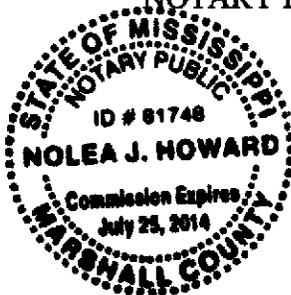
STATE OF Mississippi
COUNTY OF Marshall

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of August, 2010, within my jurisdiction, Tim Gentry, the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named Gregory T. Kuntz and wife, Julia C. Kuntz, whose names are subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

[Signature]
Witness

Nolea J. Howard
NOTARY PUBLIC

My Commission Expires:
7/25/2014



STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 4th day of October, 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:



**GREGORY T. KUNTZ and wife
JULIA C. KUNTZ
BOOK 413, PG 584**

Being a portion of the Gregory T. and wife Julia C. Kuntz property located in the Northwest Quarter of Section 33; Township 2 South; Range 6 West; DeSoto County, Mississippi as recorded in Book 413 on Page 584 in the DeSoto County Court Clerk's Office being more particularly described as follows:

PERMANENT UTILITY EASEMENT

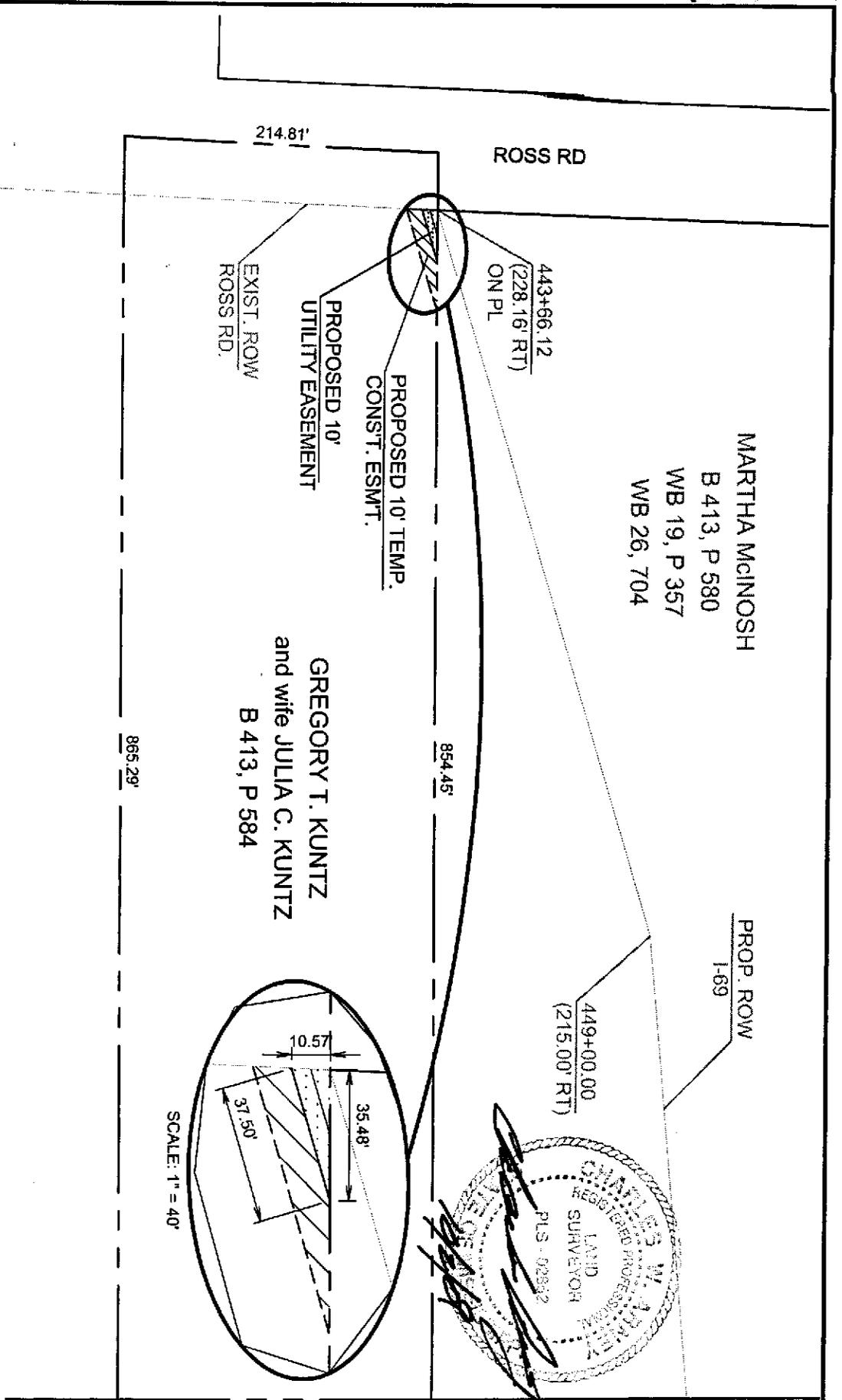
Being a triangular shaped piece of land in the northwest corner of the property described as follows; Beginning at the northwest corner of said property and the east Right of Way of Ross Road, thence along the north line of subject property a distance of 35.48 feet to a point, thence in a southwesterly direction parallel with the proposed south Right of Way of Interstate 69 to a point in the east Right of Way of Ross Road thence northward along the east Right of Way of Ross Road a distance of 10.57 feet to the point of beginning containing 188 square feet more or less.

TEMPORARY CONSTRUCTION EASEMENT

Being a 10 foot wide strip of land parallel and adjacent to the south line of the above described Permanent Utility Easement containing 562 square feet more or less.

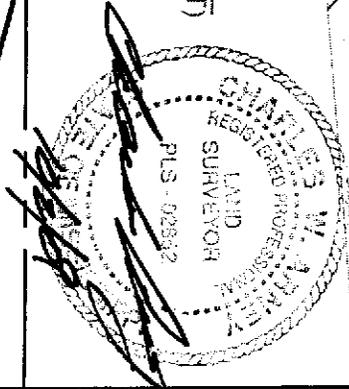
Easement prepared without the benefit of a ground survey.





MARTHA McINOSH
 B 413, P 580
 WB 19, P 357
 WB 26, 704

GREGORY T. KUNTZ
 and wife JULIA C. KUNTZ
 B 413, P 584



PERMANENT EASEMENT

TOTAL AREA	4.035 AC.
ENCUMBERED AREA	0.00
UNENCUMBERED AREA	4.035 AC.
AREA REQUIRED	0.004 AC.
REMAINING UNENCUMBERED	4.031 AC.

TEMPORARY EASEMENT

TOTAL AREA	4.035 AC.
ENCUMBERED AREA	0.00
UNENCUMBERED AREA	4.035 AC.
AREA REQUIRED	0.013 AC.
REMAINING UNENCUMBERED	4.022 AC.

EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI
 DESOTO COUNTY
OLIVE BRANCH UTILITIES RELOCATION

UTILITY EASEMENT

THIS PROPERTY IS LOCATED IN NW 1/4 SECTION 33
 TOWNSHIP 2 SOUTH, RANGE 6 WEST
 DESOTO COUNTY, MISSISSIPPI

NO.	DESCRIPTION	DATE	BY

PREPARED BY: F&A BK. 413, PG. 584 TRACT: KUNTZ
 DRAFTSMAN: B.S. DATE: AUGUST, 2009