

*JE* 1/27/11 3:04:55  
DK W BK 651 PG 113  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**PREPARED BY AND RETURN TO:**  
\* City of Southaven, City Engineer's Office  
8710 Northwest Drive, Southaven, MS 38671  
Phone: (662) 393-2991

**INDEXING INSTRUCTIONS:** NW¼ & NE¼ of the SW¼ of Section 27, Township 1S, Range 7W, DeSoto County, MS

**GRANTOR:**  
**BROADWAY BAPTIST CHURCH, A NON-PROFIT MISSISSIPPI CORPORATION**  
7400 GETWELL ROAD  
SOUTHAVEN, MS 38671  
PHONE: 662 349 2914

TO

**PERMANENT UTILITY EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT**

**GRANTEE:**  
**CITY OF SOUTHAVEN, A MUNICIPAL CORPORATION AND BODY POLITIC**  
8710 NORTHWEST DRIVE  
SOUTHAVEN, MS 38671  
Phone: (662) 280-2489

FOR AND IN CONSIDERATION OF THE SUM OF SIXTEEN THOUSAND DOLLARS (\$16,000.00) CASH in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, and other good and valuable considerations hereinafter recited, the GRANTOR does hereby give, grant, convey, and warrant unto the GRANTEE, 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 twenty (20) foot wide **permanent utility easement** located in the NW¼ & NE ¼ of the SW¼ of Section 27, Township 1 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 at a point on the east property line of Broadway Baptist Church as recorded in Deed Book 225, Page 705, on file in the Chancery Clerk's Office of DeSoto County, Mississippi, said point is 281 feet, more or less, west and 303 feet, more or less north of the southeast corner of the Broadway Baptist Church parcel, thence S 74°27'21" W a distance of 135 feet, more or less, to an existing manhole; thence N 36°42'55" W a distance of 173.94 feet, more or less, to a manhole; thence N 31°09'03" W, a distance of 388.25 feet, more or less, to a manhole; thence N 45°43'29" W, a distance of 272.22 feet, more or less, to a manhole; thence N 43°53'25" W, a distance of 283.60 feet, more or less, to a manhole; thence N 64°29'07" W, a distance of 302.01 feet, more or less, to a manhole; thence N 48°00'54" W, a distance of 253.75 feet, more or less, to a manhole; thence N 56°29'57" W, a distance of 275.69 feet, more or less, to a manhole; thence N 62°50'21" W, a distance of 325.2 feet, more or less, to a manhole; thence N 78°06'03" W, a distance of 325.28 feet, more or less, to a manhole; thence N 81°43'46" W, a distance of 257.28 feet, more or less, to the west property line of the Broadway Baptist Church parcel as recorded in Deed Book 225, Page 705, on file in the Chancery Clerk's Office of DeSoto County, Mississippi, containing 1.36 acres, more or less.

TOGETHER WITH a ten (10) foot wide **temporary easement** located along, adjoining, South and West of the above described permanent utility easement and containing 0.69 acres, more or less.

TOGETHER WITH a ten (10) foot wide **temporary easement** located along, adjoining North and East of the above described permanent utility easement and containing 0.69 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 become effective upon the date of execution hereof, and shall terminate upon the completion date of the utility project by the City of Southaven, Mississippi.

GRANTEE agrees to work with the church officials to schedule the construction activities to minimize impacts to daily operations. The GRANTEE will attempt to complete the utility project on or before August 1, 2011. GRANTEE acknowledges that if the utility project cannot be completed on or before August 1, 2011, GRANTOR may install, at GRANTOR's expense, a security fence in the vicinity of the easement. GRANTEE agrees that it will be responsible for removing and replacing, at GRANTEE's expense, any portion of the security fence necessary to complete the utility project. Orange safety fence shall be erected and maintained along the temporary easement adjacent to the playground areas. The work will be completed as quickly as possible and the temporary fencing will be removed once work is completed in the area. Any excess earth material will be stockpiled at the Southeast corner of the church property for use by the church. The city will provide two free sewer taps during the church's expansion project. All disturbed areas in the easement area shall be restored to its original condition. It is understood that grass is established adjacent to the athletic and band practice fields prior to these facilities being used for the upcoming 2011 seasons. Sod will be placed in these areas and all other areas will be seeded. All manhole frames and casings will be installed flushed with the existing ground through out the easement area. Should it be necessary to lower a manhole cover one foot below grade adjacent to the future soccer field the city will accommodate such a request in the future.

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

BROADWAY BAPTIST CHURCH,  
A Non-profit Mississippi Corporation

BY: Gene L. Lamb Gene L. Lamb  
TITLE: Deacon Chairman

BY: Raoul Stephenson RAOUL STEPHENSON  
TITLE: Deacon Vice Chairman

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 Gene L. Lamb and Raoul Stephenson, who acknowledged that he/she/they is/are the Deacon Chairman and Deacon Vice Chairman, respectively, of BROADWAY BAPTIST CHURCH, A Non-profit Mississippi Corporation, and, as the act and deed of said corporation, he/she/they executed and delivered the above and foregoing instrument, being duly authorized so to act.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the 7<sup>th</sup> day of January, 2011.

Patricia Ann Peek  
NOTARY PUBLIC

My Commission Expires: January 18, 2011

