

5/11/11 10:34:17  
DK W BK 657 PG 221  
DESOTO COUNTY, MS  
W-E. DAVIS, CH CLERK

5/20/11 11:08:41  
DK W BK 657 PG 675  
DESOTO COUNTY, MS  
W-E. DAVIS, CH CLERK

**INDEXING INSTRUCTIONS:**

Description of a 20.0 foot wide drainage easement across a portion of Lot 99 of Cedar Crest Estates, Third Addition, located in the Northeast quarter of Section 10, Township 2 South, Range 6 West, in the City of Olive Branch, Mississippi, as recorded in Plat Book 56, Page 22 Chancery Clerk's Office, DeSoto County, Mississippi.

**STORM WATER DRAINAGE EASEMENT**

FOR AND IN CONSIDERATION of the sum of One and 00/100 Dollar (\$1.00) cash in hand paid by the City of Olive Branch, a municipality, hereinafter called GRANTEE, and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, I, Tony E. Cowans, hereinafter called GRANTOR, do hereby grant and convey to GRANTEE a Permanent Storm Water Drainage Easement for the right, privilege and authority to install, construct, excavate, operate, inspect, maintain, repair, replace in whole or in part, or remove a storm water drainage ditch, or other drainage materials or systems and its related appurtenances upon, over or through the parcel of land hereinafter described and being situated in the City of Olive Branch, DeSoto County, Mississippi, to wit:

See Exhibit 1 attached hereto for complete legal description.

GRANTEE undertakes the work associated with the easement granted herein in accordance with the provisions of Miss. Code Ann. Section 21-19-13 in an effort to promote the health, welfare, and safety of the inhabitants of the municipality, and to prevent erosion associated with the water course upstream and downstream from Grantor's property.

GRANTEE shall have those rights which are required for the safe, reasonable and proper exercise of these purposes for which the easement rights are conveyed and accepted, including the rights of ingress and egress to and from said storm water drainage ditch/line(s) for the purposes aforesaid, the right to remove trees, shrubs, vegetation, debris and non-functioning structures.

GRANTEE shall have the right to remove with the obligation to replace with the same or like kind to substantially the same condition, any fences, culverts, lawns, functioning structures (including but not limited to driveways, and/or storm water drainage pipes), soil and other items, except those listed above, whose removal is required for the safe, reasonable and proper exercise of the purposes for which the easement rights are conveyed and accepted.

GRANTOR expressly reserves unto himself, his heir, successor and assigns, all right, title, interest and privilege as may be exercised without interference with or abridgment of the easement rights conveyed herein.

**Grantor's Address:**

~~4120 Alexander Road~~ 9530 Austin Rd  
Olive Branch, MS 38654  
Bus. Tel.: ~~662-893-8332~~  
Res. Tel.: ~~662-893-8332~~

901-304-3010

**Grantee's Address:**

9200 Pigeon Roost Rd.  
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

662-892-9200

GRANTEE agrees to use reasonable efforts in exercising the easement rights conveyed herein not to unreasonably disturb or interfere with access to GRANTOR'S property adjacent to the parcel of land herein subjected to permanent easement rights.

GRANTOR 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 GRANTOR'S property, includes compensation for damages, if any, to GRANTOR'S property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTOR'S 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 GRANTOR'S covenant and warrant that he is the lawful owner of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

GRANTOR and GRANTEE do hereby stipulate that all right, title, and interest in and to said storm water drainage ditch/line and its related appurtenances shall be vested in GRANTEE.

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 GRANTOR, and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

Grantor fully understands that he has 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. Grantor hereby waives his right to request the appraisal and hereby donates the real property for the drainage easement herein described to Grantee for the consideration set forth herein.

The Rights herein granted may be assigned in Whole or in Part.

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 parties have hereunto set their hands this the 14 day of April, 2010/11

GRANTOR:

Tony E. Cowans  
TONY E. COWANS

Witnessed by: Barbara Jancey

~~\_\_\_\_\_  
PATRICIA COWANS~~

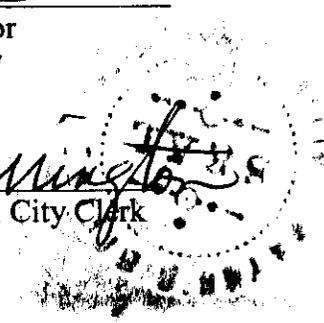
~~Witnessed by: \_\_\_\_\_~~

GRANTEE:

CITY OF OLIVE BRANCH, MISSISSIPPI

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 14 day of April, 2010, within my jurisdiction, Barbara Yancy, the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that S he saw the within named Tony E. Cowans, whose name is subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed her name as witness thereto in the presence of same.

Barbara Yancy  
Witness

Nolea J. Howard  
NOTARY PUBLIC

My Commission Expires:

7/25/2014



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2010, within my jurisdiction, \_\_\_\_\_, the subscribing witness to the above and foregoing instrument, who, being first duly sworn, states that \_\_\_\_ he saw the within named Patricia Cowans, whose name is subscribed hereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed h\_\_\_\_ name as witness thereto in the presence of same.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5<sup>th</sup> day of May, 2011, 2010, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, duly identified before me, who acknowledged that they are Mayor and City Clerk, respectively, of the City of Olive Branch, Mississippi, a municipal corporation, and that for and on behalf of said municipal corporation, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said municipal corporation so to do.

Tina Rena' Griffith  
NOTARY PUBLIC

My Commission Expires:

9-25-14



**TONY E. COWANS  
BOOK 353, PAGE 771**

**Description of a 20.0 foot wide drainage easement across lot 99 of Cedar Crest Estates, Third Addition, located in the Northeast quarter of Section 10; Township 2 South; Range 6 West, City of Olive Branch, Mississippi and recorded in plat Book 56, Page 22 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows:**

**PERMANENT DRAINAGE EASEMENT**

**Commencing at the Northwest corner of Lot 99, said point being 30.0 feet East of the centerline of Mary Drive and the point of beginning of the following easement; thence N 85 degrees 35 minutes 05 seconds E along the North line of said Lot 99 a distance of 20.11 feet to a point; thence S 07 degrees 28 minutes 23 seconds E a distance of 304.10 feet to a point; thence S 35 degrees 29 minutes 15 seconds E a distance of 112.63 feet to a point in the North Right of Way of Austin Drive ( 25' from centerline ); thence S 85 degrees 35 minutes 00 seconds West along the South line of said Lot 99 and North Right of Way of Austin Drive a distance of 22.52 feet to a point; thence N 35 degrees 29 minutes 15 seconds W a distance of 107.50 feet to a point; thence N 07 degrees 28 minutes 23 seconds W a distance of 308.50 feet to the point of beginning containing 8,273.08 square feet or 0.19 acres. Bearings and distances are referred to in recorded plat, Book 50, Page 7.**



LOT 98

SCALE: 1" = 40'

N 85° 35' 05" E 162.45'

10' UTILITY EASEMENT

5' UTILITY EASEMENT

20' UTILITY E' SMENT.

LOT 99  
1.49 ac.

N 04° 25' 00" W  
399.95'

S 07° 28' 23" E 304.10'

8,273.08 S.F. 0.19 AC.

S 35° 29' 15" E 112.63'

S 85° 35' 00" W 137.45'

AUSTIN DRIVE

N 07° 28' 23" W 308.50'  
S 04° 25' 00" E 374.96'

MARY LANE

30.0'

20.11'

25' R.

25'