

NE 1/4 S34/T25/R7W

**NON-EXCLUSIVE UTILITY EASEMENT**

FOR AND IN CONSIDERATION of the sum of (1,000.<sup>00</sup>-) one Thousand Dollars and /100 (\$ 1,000.<sup>00</sup>-), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, John and Helen Wofford, hereinafter referred to as "Grantor," does hereby grant, bargain and convey unto the City of Olive Branch and its successors, hereinafter referred to as "Grantee," the non-exclusive right, privilege and non-exclusive easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove an under ground pipeline, pipelines and other appurtenances for operation of the City Utility System and for no other use, within the confines of an area described in Exhibit 1 ("Easement Areas"), which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto. Grantee may not grant the use of the Easement Areas to others; however, Grantor reserves the right to grant use of the Easement Areas to other utilities.

TO HAVE AND TO HOLD said non-exclusive 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 also site development for the construction of commercial and residential buildings, and Grantor shall have the right to fully use and enjoy the above described premises, including the Easement Areas, subject to the rights herein granted. Grantor, for itself, its tenants, occupants, permittees, successors and assigns reserves the right to alter the grades and levels of the Easement Areas and to construct and install curbs, paved driveways, roadways, parking areas, walkways, and landscaping as it deems necessary or desirable by Grantor, in Grantor's sole and absolute discretion, anywhere on Grantor's property including the Easement Areas. Further, Grantor, for itself, its tenants, occupants, permittees, successors and assigns, reserves the right to use, access, maintain and repair and replace all curbs, paved driveways, roadways, parking areas, walkways and landscaped areas so as to provide for the passage and parking of motor vehicles and passage of pedestrians between all portions of Grantor's property, including the Easement Areas, intended by Grantor for such purposes, and to and from all abutting streets or rights of way furnishing access to Grantor's property.

Grantee shall have the right, subject to Grantor's rights described herein, to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement (excluding landscaped areas Grantor installs and maintains at its expense), and Grantor agrees 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.

**Grantor's Address:**  
1223 White Oak Drive  
Hernando, Ms. 38632  
Bus. Tel.: N/A  
Res. Tel.: 662-429-7349

**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.

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 Grantor 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 Grantor.

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 covenants and warrants that it 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.

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.

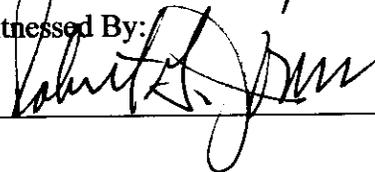
Grantor fully understands that it has the right to request a fair market value appraisal of the property and receive just compensation for the use of real property herein described and for the utility easement herein described. Grantor hereby waives its right to request the appraisal and convey the real 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 the earlier to occur of: (a) six (6) months from completion of construction and removal of all equipment or (b) eighteen (18) months after Grantor's execution of this easement.

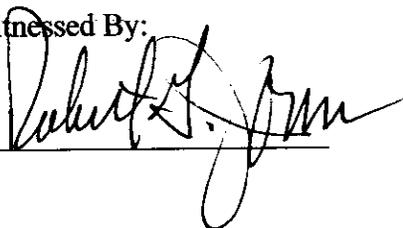
In the event Grantee discontinues use of the its utility facilities or removes them from some or all of the Easement Areas (the "Abandoned Areas"), this easement will expire as to the Abandoned Areas and Grantee agrees to promptly execute a release of this easement as to the Abandoned Areas in a form to be recorded in the records of DeSoto County, Mississippi.

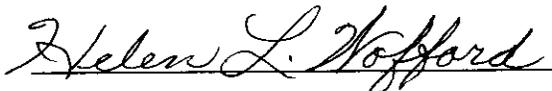
The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF the said Grantor has hereunto set its hand and seal, this 10 day of February, 2012.

Witnessed By: 

John Wofford  


Witnessed By: 

Helen Wofford  


APPROVED AND ACCEPTED by the  
City of Olive Branch

By: [Signature]  
SAMUEL P. RIKARD, MAYOR

ATTEST

[Signature]  
JULY 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 10 day of February, 2012, within my jurisdiction, Robert G. Jones, one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within John Q. Wofford & Helen L. Wofford whose name is subscribed thereto, 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

[Signature]  
NOTARY PUBLIC

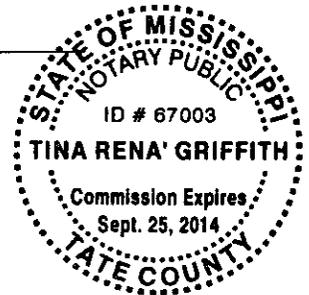


My Commission Expires:  
3/21/2015

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 24th day of February, 2012, 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.

[Signature]  
NOTARY PUBLIC



My Commission Expires:  
Sept. 25, 2014

**OLIVE BRANCH UTILITIES RELOCATION UTILITY EASEMENT  
JOHN Q. AND HELEN WOFFORD  
DEED BOOK 139, PAGE 203  
RIGHT OF WAY DEED BOOK 615, PAGE 583**

BEING A PORTION OF THE JOHN Q. AND HELEN WOFFORD 10.0± ACRE PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AS RECORDED IN DEED BOOK 139, PAGE 203 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PERMANENT 10' UTILITY EASEMENT**

BEING A 10 FOOT WIDE STRIP PARALLEL AND ADJACENT TO THE PROPOSED SOUTH RIGHT OF WAY LINE OF THE FUTURE INTERSTATE HIGHWAY 69 CORRIDOR AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMONLY ACCEPTED SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 70 DEGREES 04 MINUTES 01 SECONDS EAST A DISTANCE 10556.57 FEET TO THE NORTHEAST CORNER OF THE JOHN Q. AND HELEN WOFFORD 10.0± ACRE TRACT AS RECORDED IN DEED BOOK 211, PAGE 118 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI; THENCE SOUTH 01 DEGREES 19 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID JOHN Q. AND HELEN WOFFORD TRACT A DISTANCE OF 420.00 FEET TO A POINT, SAID POINT BEING NORTHEAST CORNER OF THE JOHN Q. AND HELEN WOFFORD 10.0± ACRE TRACT AS RECORDED IN DEED BOOK 139, PAGE 203 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI; THENCE CONTINUING SOUTH 01 DEGREES 19 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID JOHN Q. AND HELEN WOFFORD TRACT A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF THE FUTURE INTERSTATE HIGHWAY 69; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEARING SOUTH 87 DEGREES 33 MINUTES 30 SECONDS WEST A DISTANCE OF 168.92 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 77 DEGREES 06 MINUTES 55 SECONDS WEST A DISTANCE OF 340.89 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 70 DEGREES 46 MINUTES 25 SECONDS WEST A DISTANCE OF 171.35 FEET ALONG SAID SOUTH RIGHT OF WAY; THENCE SOUTH 79 DEGREES 28 MINUTES 58 SECONDS WEST A DISTANCE OF 15.19 FEET ALONG SAID SOUTH RIGHT OF WAY, SAID POINT BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED 10' PERMANENT UTILITY EASEMENT AND ALSO THE TRUE POINT OF BEGINNING FOR THE FOLLOWING DESCRIPTION; TO WIT:

THENCE SOUTH 01 DEGREES 19 MINUTES 20 SECONDS WEST A DISTANCE OF 10.22 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED EASEMENT; THENCE SOUTH 79 DEGREES 28 MINUTES 58 SECONDS WEST A DISTANCE OF 368.30 FEET TO A POINT, SAID POINT BEING ON THE EAST RIGHT OF WAY OF DOUGLAS ROAD BEING 30 FEET FROM CENTER, SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT; THENCE NORTH 01 DEGREES 19 MINUTES 13 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10.22 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF DOUGLAS ROAD AND THE SOUTH RIGHT OF WAY LINE OF THE FUTURE INTERSTATE HIGHWAY 69; THENCE NORTH 79 DEGREES 28 MINUTES 58 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 368.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08± ACRES OR 3682.97± SQUARE FEET.

**TEMPORARY 10' CONSTRUCTION EASEMENT**

BEING A 10 FOOT WIDE STRIP PARALLEL AND ADJACENT TO THE PROPOSED PERMANENT 10' GAS EASEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMONLY ACCEPTED SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI; THENCE NORTH 70 DEGREES 04 MINUTES 01 SECONDS EAST A DISTANCE 10556.57 FEET TO THE NORTHEAST CORNER OF THE JOHN Q. AND HELEN WOFFORD 10.0± ACRE TRACT AS RECORDED IN DEED BOOK 211, PAGE 118 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI; THENCE SOUTH 01 DEGREES 19 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID JOHN Q. AND HELEN WOFFORD TRACT A DISTANCE OF 420.00 FEET TO A POINT, SAID POINT BEING NORTHEAST CORNER OF THE JOHN Q. AND HELEN WOFFORD 10.0± ACRE TRACT AS RECORDED IN DEED BOOK 139, PAGE 203 IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI; THENCE CONTINUING SOUTH 01 DEGREES 19 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID JOHN Q. AND HELEN WOFFORD TRACT A DISTANCE OF 30.00 FEET TO ITS INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF THE FUTURE INTERSTATE HIGHWAY 69; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE BEARING SOUTH 87 DEGREES 33 MINUTES 30 SECONDS WEST A DISTANCE OF 168.92 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE SOUTH 77 DEGREES 06 MINUTES 55 SECONDS WEST A DISTANCE OF 340.89 FEET ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE NORTH 70 DEGREES 46 MINUTES 25 SECONDS WEST A DISTANCE OF 171.35 FEET ALONG SAID SOUTH RIGHT OF WAY; THENCE SOUTH 79 DEGREES 28 MINUTES 58 SECONDS WEST A DISTANCE OF 15.19 FEET ALONG SAID SOUTH RIGHT OF WAY, SAID POINT BEING THE NORTHEAST CORNER OF THE AFOREDESCRIBED 10' PERMANENT UTILITY EASEMENT AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED 10' TEMPORARY CONSTRUCTION EASEMENT AND ALSO THE TRUE POINT OF BEGINNING FOR THE FOLLOWING DESCRIPTION; TO WIT:

THENCE NORTH 79 DEGREES 28 MINUTES 58 SECONDS EAST ALONG THE SOUTH RIGHT OF WAY LINE OF THE FUTURE INTERSTATE HIGHWAY 69 A DISTANCE OF 10.22 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY EASEMENT; THENCE SOUTH 01 DEGREES 19 MINUTES 20 SECONDS WEST A DISTANCE OF 20.44 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TEMPORARY EASEMENT; THENCE SOUTH 79 DEGREES 28 MINUTES 58 SECONDS WEST A DISTANCE OF 376.42 FEET TO A POINT ON THE EAST RIGHT OF WAY OF DOUGLAS ROAD BEING 30 FEET FROM CENTER, SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TEMPORARY EASEMENT; THENCE NORTH 01 DEGREES 19 MINUTES 13 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10.22 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TEMPORARY EASEMENT AND ALSO THE SOUTHWEST CORNER OF THE AFOREDESCRIBED 10' PERMANENT UTILITY EASEMENT; THENCE NORTH 79 DEGREES 28 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF THE AFOREDESCRIBED 10' PERMANENT UTILITY EASEMENT A DISTANCE OF 368.30 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.09± ACRES OR 3887.31± SQUARE FEET.

