

GRANT OF EASEMENT

TUPELO PUBLIC SCHOOL DISTRICT      TO  
72 SOUTH GREEN STREET  
TUPELO, MS 38804  
(662) 841-8850

THE PUL ALLIANCE  
75 SOUTH MAIN STREET  
PONTOTOC, MS 38863  
(662) 489-2415

GRANTOR

GRANTEE

For and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, the undersigned, Tupelo Public School District, as Grantor, does hereby grant unto The PUL Alliance a Permanent Easement for utility purposes across certain real property owned by the Grantor, more particularly described as follows:

A PERMANENT EASEMENT BEING 10.00 FEET WIDE ON EITHER SIDE (20.00 FEET TOTAL) OF THE FOLLOWING CENTERLINE DESCRIPTION:

COMMENCING at the intersection of the West Right-of-Way of Graham Street with the North Right-of-Way of Jeff Homan Street; thence run along the North Right-of-Way of Jeff Homan Street North 89 degrees 57 minutes 15 seconds West for a distance of 210.00 feet, more or less, to a point; thence continue along said North Right-of-Way North 89 degrees 57 minutes 15 seconds West for a distance of 392.91 feet, more or less, to a point on a simple circular curve with the following centerline characteristics:

Delta: 11 degrees 09 minutes 49 seconds LT  
Degree: 22 degrees 55 minutes 06 seconds  
Tangent: 24.43 feet  
Length: 48.71 feet  
External: 1.19 feet  
Radius: 250.00 feet

said point also being the POINT OF BEGINNING; thence run along said curve in a Northerly direction having a Chord Distance of 48.63 feet, more or less, and a Chord Bearing of North 19 degrees 28 minutes 11 seconds West for a distance of 48.71 feet, more or less, to a point on a simple circular curve with the following centerline characteristics:

Delta: 19 degrees 17 minutes 00 seconds LT  
Degree: 22 degrees 55 minutes 06 seconds  
Tangent: 42.47 feet  
Length: 84.14 feet  
External: 3.58 feet  
Radius: 250.00 feet;

thence run along said curve in a Northerly direction having a Chord Distance of 83.75 feet, more or less, and a Chord Bearing of North 15 degrees 24 minutes 33 seconds West for a distance of 84.14 feet, more or less, to a point; thence run North 05 degrees 46 minutes 02 seconds West for a distance of 266.55 feet, more or less, to a point; thence run North 06 degrees 39 minutes 13 seconds West for a distance of 382.19 feet, more or less, to a point; thence run North 19 degrees 34 minutes 54 seconds East for a distance of 133.67 feet, more or less, to a point; thence run North 19 degrees 14 minutes 20 seconds East for a distance of 175.09 feet, more or less, to a point; thence run North 19 degrees 05 minutes 24 seconds East for a distance of 274.17 feet, more or less, to a point; thence run North 19 degrees 19 minutes 04 seconds East for a distance of 293.06 feet, more or less, to a point; thence run North 34 degrees 18 minutes 28 seconds West for a distance of 99.64 feet, more or less, to a point; thence run North 37 degrees 01 minutes 38 seconds East for a distance of 268.11 feet, more or less, to a point; thence run North 36 degrees 01 minutes 28 seconds East for a distance of 380.50 feet, more or less, to a point; thence run North 53 degrees 11 minutes 31 seconds West for a distance of 32.49 feet, more or less, to a point on the East Right-of-Way of the Natchez Trace Parkway.

(INDEXING INSTRUCTIONS: Lying and being in the in the Northwest Quarter of Section 10, Township 10 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian and containing 1.12 Acres, more or less.)

The Grantor further grants, bargains, conveys and warrants unto The PUL Alliance a temporary construction easement across said land and more particularly described as follows:

ALSO: A TEMPORARY CONSTRUCTION EASEMENT BEING 15.00 FEET WIDE (30 FEET TOTAL) ON EITHER SIDE OF THE ABOVE DESCRIBED PERMANENT EASEMENT.

(INDEXING INSTRUCTIONS: Lying and being in the in the Northwest Quarter of Section 10, Township 10 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian and containing 1.67 Acres, more or less.)

ALSO: A TEMPORARY STAGING AREA MORE PARTICULAR DESCRIBED AS FOLLOWS: BEGINNING at the intersection of the West Right-of-Way of Graham Street with the North Right-of-Way of Jeff Homan Street; thence run along the North Right-of-Way of Jeff Homan Street North 89 degrees 57 minutes 15 seconds West for a distance of 210.00 feet, more or less, to a point; thence leaving said North Right-of-Way run North 00 degrees 21 minutes 20 seconds East for a distance of 210.00 feet, more or less, to a point; thence run South 89 degrees 57 minutes 15 seconds East for a distance of 210.00 feet, more or less, to a point on the West Right-of-Way of Graham Drive; thence run along said West Right-of-Way South 00 degrees 21 minutes 20 seconds West for a distance of 210.00 feet, more or less, to the POINT OF BEGINNING.

(INDEXING INSTRUCTIONS: Lying and being in the in the Northwest Quarter of Section 10, Township 10 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian and containing 1.00 Acres, more or less.)

The temporary construction easement granted herein shall terminate upon completion of construction, The permanent easement shall run with the land, PROVIDED HOWEVER, that should Grantee cease to provide water to the area for which it received a Certificate of Public Convenience and Necessity from the Mississippi Public Service Commission on October 31, 2007, or should the Wastewater System Operations and Maintenance Agreement dated September 15, 2007, the Water System Operations and Maintenance Agreement dated September 15, 2007, or the Water and Wastewater Services Agreement dated November 11, 2007, al between the City of Tupelo and Grantee, be terminated, said easement shall automatically terminate. Grantee covenants that it will restore that part of Grantor's property comprised in the temporary construction easement and the permanent easement described herein to substantially the same condition as existed prior to construction. Grantee further covenants that the temporary easement does not interfere with nor encroach upon the existing easement owned by the City of Tupelo; and that should Grantee encroach upon said existing easement, it shall and hereby does indemnify and hold Grantor harmless from any loss, damage, or liabilities arising out of such encroachment. Grantor acknowledges that Grantor has been advised by Grantee of Grantor's right to receive just compensation for the real property described hereinabove based on a fait market appraisal of said real property. Grantor hereby waives the right to just compensation and a fair market value appraisal.

Grantor is fully aware that on the permanent easement there can be no permanent structure built and as part of said conveyance the Grantee shall have full access to the permanent easement for repairs and other needed improvement.

A plat of said easement is attached hereto as Exhibit "A" to the instrument.

Witness my signature, this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

TUPELO PUBLIC SCHOOL DISTRICT

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for said county and state, the within named, \_\_\_\_\_, who is the President of the Tupelo Public School District, who acknowledged that he signed and delivered the above and foregoing Grant of Easement, for and on behalf of said Tupelo Public School District, and as its act and deed and that he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said Tupelo Public School District, so to do.

GIVEN UNDER MY HAND AND SEAL, this the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

My Commission Expires:  
\_\_\_\_\_

(INDEXING INSTRUCTIONS: Lying and being in the in the Northwest Quarter of Section 10, Township 10 South, Range 5 East, Lee County, Mississippi, Chickasaw Meridian.)

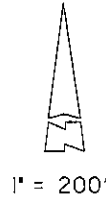
THIS INSTRUMENT WAS PREPARED BY:

Gary L. Carnathan  
Post Office Drawer 70  
Tupelo, Mississippi 38802  
(662) 842-3321

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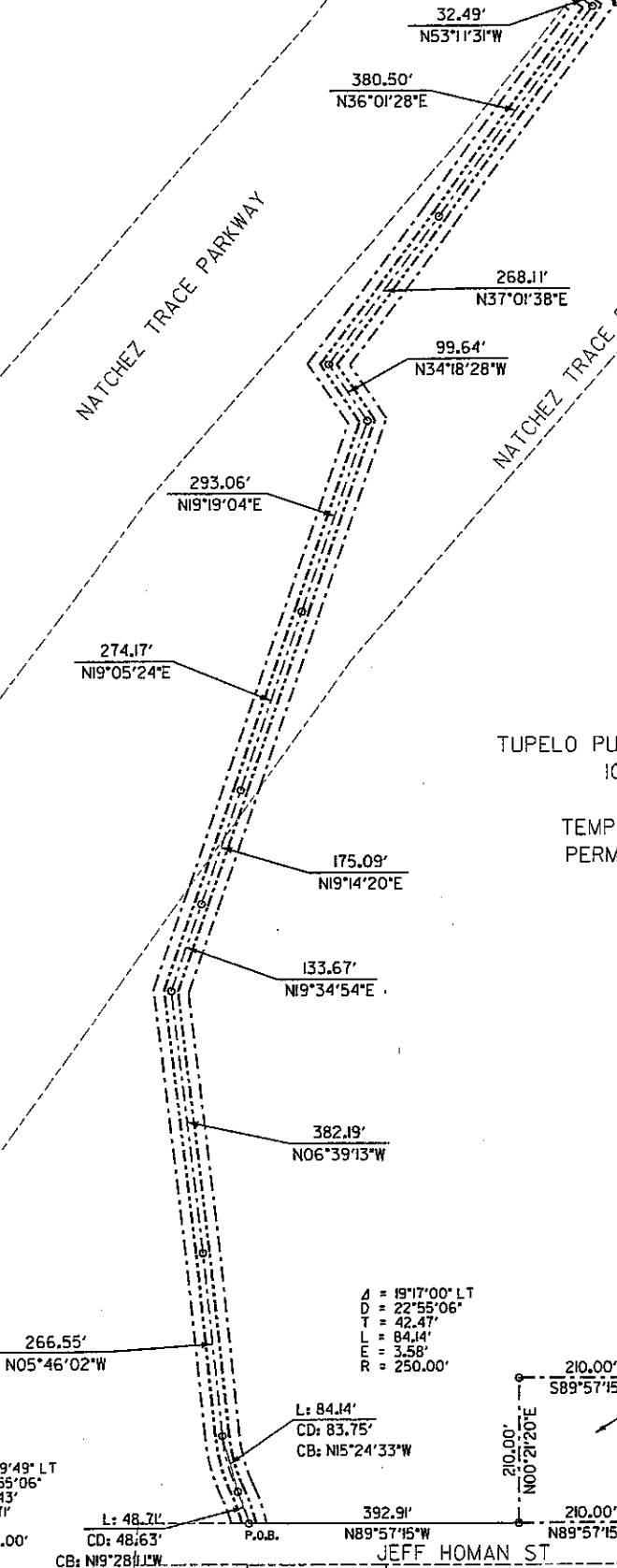
NATCHEZ TRACE PARKWAY

NATCHEZ TRACE EASEMENT



TUPELO PUBLIC SCHOOL DISTRICT  
102V-10-001-14

TEMPORARY = 1.77 AC  
PERMENANT = 1.12 AC



$\Delta = 19°17'00\"$  LT  
 $D = 22°55'06\"$   
 $T = 42.47'$   
 $L = 84.14'$   
 $E = 3.58'$   
 $R = 250.00'$

$L = 84.14'$   
 $CD = 83.75'$   
 $CB = N15°24'33\"$  W

$266.55'$   
 $N05°46'02\"$  W

$L = 48.71'$   
 $CD = 48.63'$   
 $CB = N19°28'11\"$  W

$392.91'$   
 $N89°57'15\"$  W

$210.00'$   
 $N00°21'20\"$  E

$210.00'$   
 $N89°57'15\"$  W

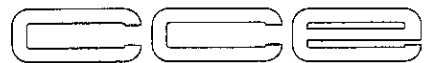
$210.00'$   
 $S00°21'20\"$  W

GRAHAM DRIVE

TEMPORARY STAGING AREA

THE INTERSECTION OF THE WEST RIGHT-OF-WAY OF GRAHAM DRIVE AND THE NORTH RIGHT-OF-WAY OF JEFF HOMAN STREET, LEE COUNTY, MISSISSIPPI, CHICKASAW MERIDIAN

PUL UTILITY EASEMENTS  
102V-10-001-14  
TUPELO PUBLIC SCHOOL DISTRICT



COOK-COGGIN ENGINEERS, INC.  
703 CROSSOVER RD. TUPELO, MS. 38801