

Prepared By and Return To:

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Oxford, MS 38655
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INDEXING INSTRUCTION: Fraction of the Southwest Quarter of Section 21, Township 8
South, Range 3 West, Lafayette County, Mississippi

GRANTOR:

CITY OF OXFORD
107 Courthouse Square
Oxford, MS 38655
Telephone: (662) 236-1310

GRANTEE:

JACKSON ROW DEVELOPMENT GROUP, LLC
3839 Majestic Oaks Drive
Oxford, MS 38655
Telephone: (662) 816-2435

TEMPORARY CONSTRUCTION EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned CITY OF OXFORD, Grantor, does hereby grant unto JACKSON ROW DEVELOPMENT GROUP, LLC, Grantee, the easement rights herein described in connection with Grantee's development and construction (the "Work") upon its site known as "Jackson Row" (the "Site"), such area being located along the South side of Jackson Avenue and the West side of

6th Street, City of Oxford, Southwest of the intersection of such streets, for the Grantee, its affiliates, contractors, employees and agents (the “Grantee Parties”), in connection with the Work, to utilize, as described below, the subsurface below and/or the airspace above that certain real property of Grantor described as follows:

The “Tieback Property”

A fraction of the Southwest Quarter of Section 21, Township 8 South, Range 3 West, Lafayette County, Mississippi, consisting of those certain portions of the Grantor’s rights of way known as Jackson Avenue and 6th Street, as follows: (1) that part of Jackson Avenue situated between its route from its intersection with 6th Street to a distance 450 feet West thereof; and (2) that part of 6th Street situated between its route from its intersection with Jackson Avenue to a distance of 125 feet South thereof.

And

The “Airspace Property”

A fraction of the Southwest Quarter of Section 21, Township 8 South, Range 3 West, Lafayette County, Mississippi, consisting of those certain portions of the Grantor’s rights of way known as Jackson Avenue, Van Buren Avenue, 5th Street and 6th Street, as follows: (1) that part of Jackson Avenue situated between its route from its intersection with 6th Street to a distance 450 feet West thereof; (2) that part of Van Buren Avenue situated between its route from 150 feet East of its intersection with 5th Street to a distance 75 feet West of such intersection; (3) that part of 5th Street situated between its route from its intersection with Jackson Avenue to a distance 150 feet North thereof; (4) that part of 5th Street situated between its route from its intersection with Van Buren Avenue to a distance 50 feet South thereof; and (5) that part of 6th Street situated between its route from its intersection with Jackson Avenue to a distance 200 feet South thereof.

The Work includes excavation, foundation work, and the construction of below grade and above grade improvements, and in connection therewith, the Work requires the Grantee Parties to enter the Tieback Property for the installation of subsurface tieback rods and/or cables and related

materials (the “Tieback System”) so as to retain the soil and secure the foundations and/or structural components of the improvements being constructed upon the Site. Further details of the Tieback System are set out in the materials attached hereto. The Grantee Parties are granted permission to enter the subsurface of the Tieback Property to install the Tieback System until such Tieback System is completed, but in no event beyond the expiration of 18 months from the date the Work begins, and to permanently abandon the Tieback System, all in accordance with plans and specifications approved by the Grantor.

The Work also requires the Grantee Parties to utilize the airspace above the Airspace Property for the swing of the boom of a tower crane from time to time. The Grantee Parties are granted permission to utilize the airspace above the Airspace Property for such purposes until the Work requiring the use of such crane(s) is completed, but in no event beyond the expiration of 18 months from the date the Work begins.

The rights granted in this Easement are subject to a general reservation of all rights of the Grantor, and, to the extent the Tieback Property and the Airspace Property (hereinafter collectively the “Property”) consists of areas open for the use by the public, all rights of the public, to use any portion of the Property so long as such use does not unreasonably interfere with the use thereof by the Grantee Parties for the purposes set forth herein.

The Grantee shall be responsible for any and all damages to the Property caused by the use of the easement rights granted herein, including, without limitation, the restoration of the streets and the surface of the Property to their original condition or better, and any and all damage to underground utilities whether owned by the Grantor or any other person or entity. The Grantee shall indemnify and hold the Grantor harmless against any loss, injury or damage caused by the use of

these easement rights. Further, the Grantee shall maintain in force liability insurance coverage for any such loss, injury or damage, and shall provide the Grantor with proof of such coverage.

The Grantee's receipt of delivery and recording of this instrument in the county land records shall constitute the Grantee's acceptance of its obligations hereunder.

The provisions of this Easement inure to the benefit of and bind the parties and their successors and assigns as owners of the Site and the Property.

WITNESS THE EXECUTION HEREOF by the undersigned on the date(s) noted below.

CITY OF OXFORD

By: _____

Title: Mayor, City of Oxford

Date: _____

By: _____

Title: Clerk, City of Oxford

Date: _____

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

THIS DAY personally appeared before me, the undersigned authority within and for the state and county aforesaid, within my jurisdiction, the within named George G. Patterson and Lisa D. Carwyle, who acknowledged that they are the Mayor and the Clerk, respectively, of The City of Oxford, and that for and on behalf of The City of Oxford, and as its act and deed, they executed and delivered the above and foregoing Temporary Construction Easement, after first having been duly authorized so to do.

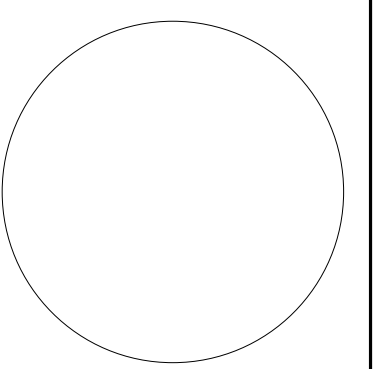
Given under my hand and official seal, on this the ____ day of _____,
2014.

Notary Public

My Commission Expires:



1 Aerial Photograph With Crane Radius
1" = 50'-0"

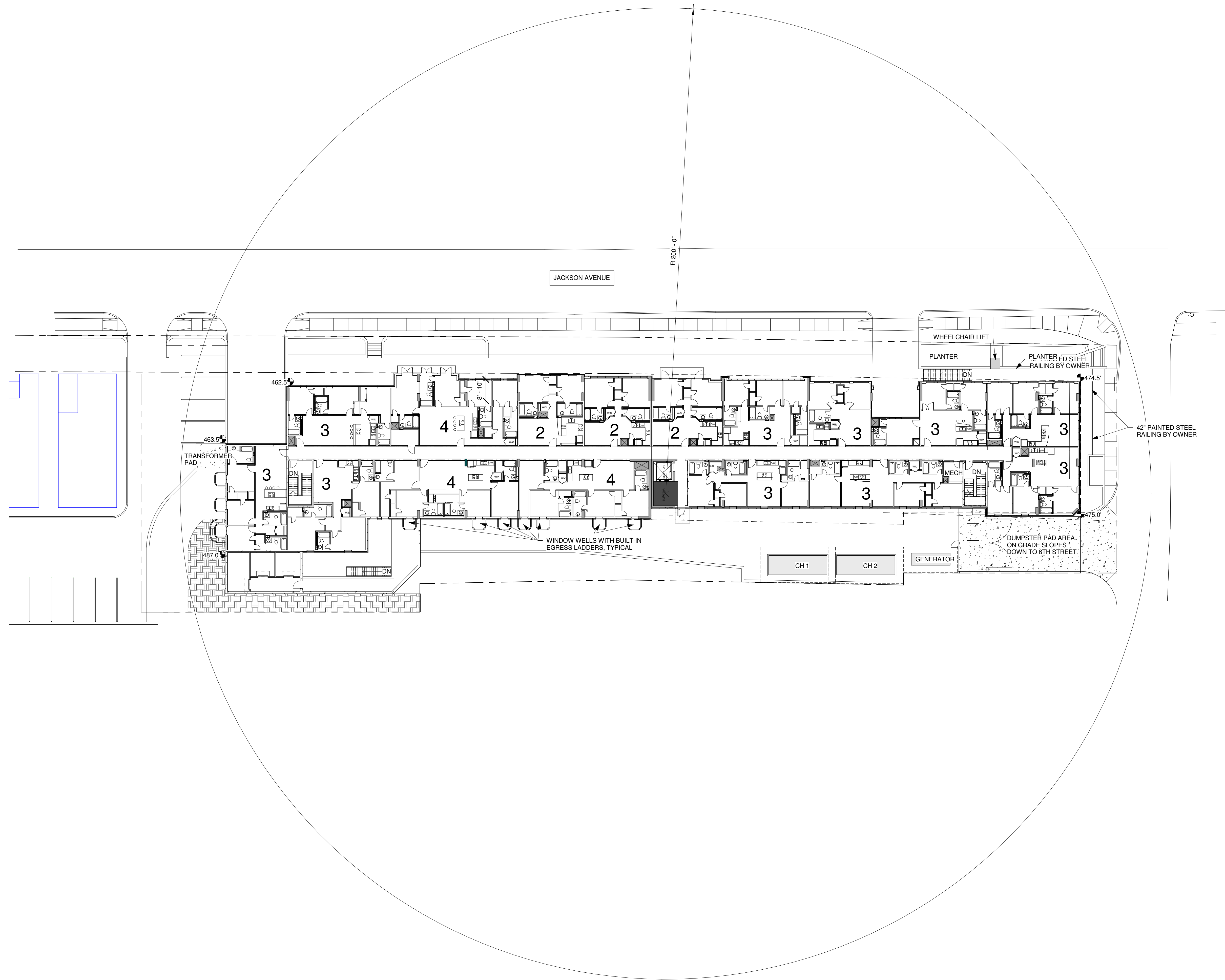


REVISION

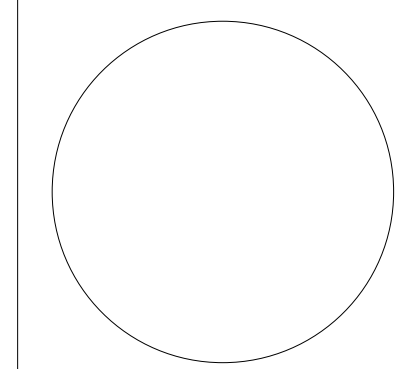
JACKSON ROW OXFORD, MS
TOWER DRAWING

NUMBER:
DATE:
DRAWN:
CHECKED:

CD103



② Site Level 2
 1" = 20'-0"

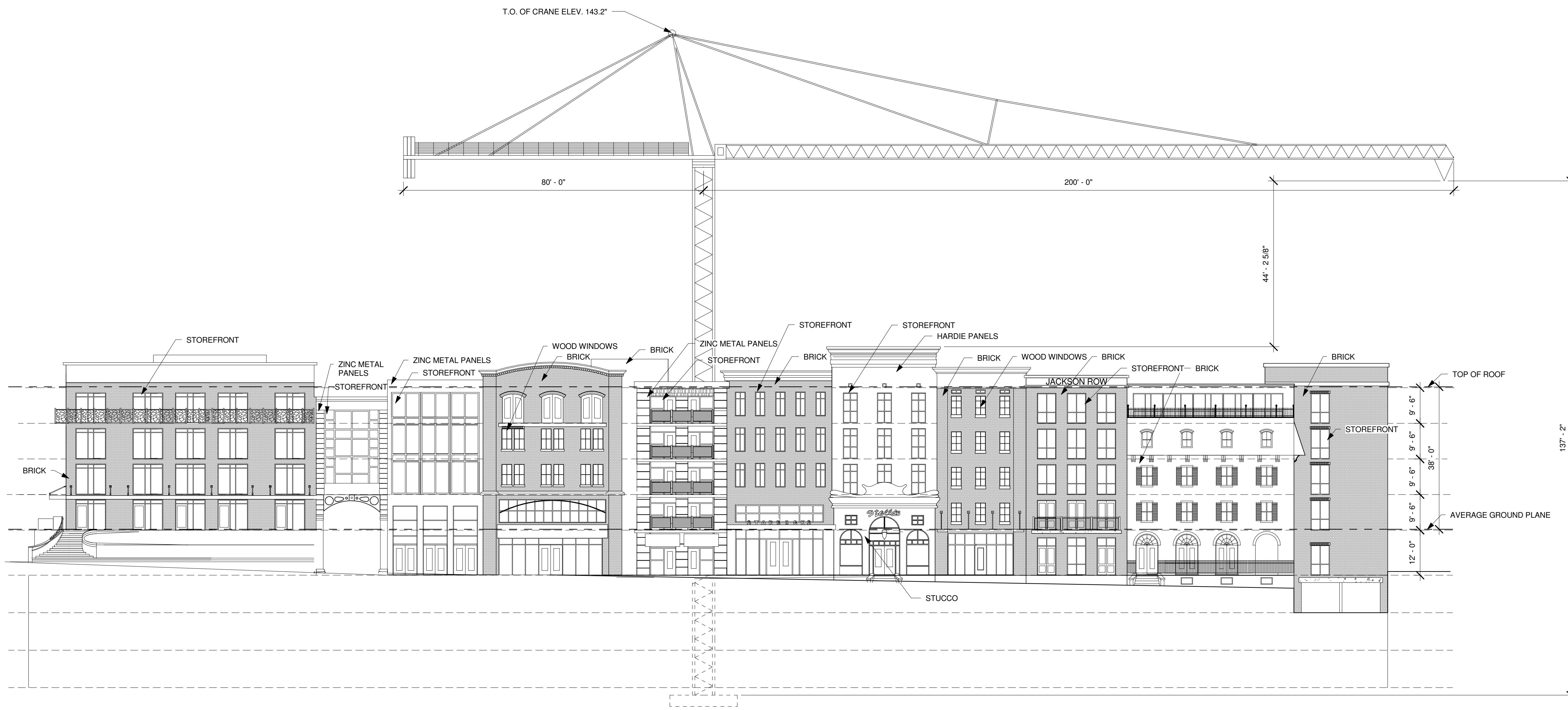


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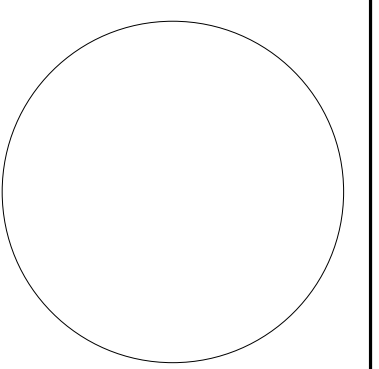
JACKSON ROW OXFORD, MS
 TOWER DRAWING

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CD101



① North Elevation
1/16" = 1'-0"

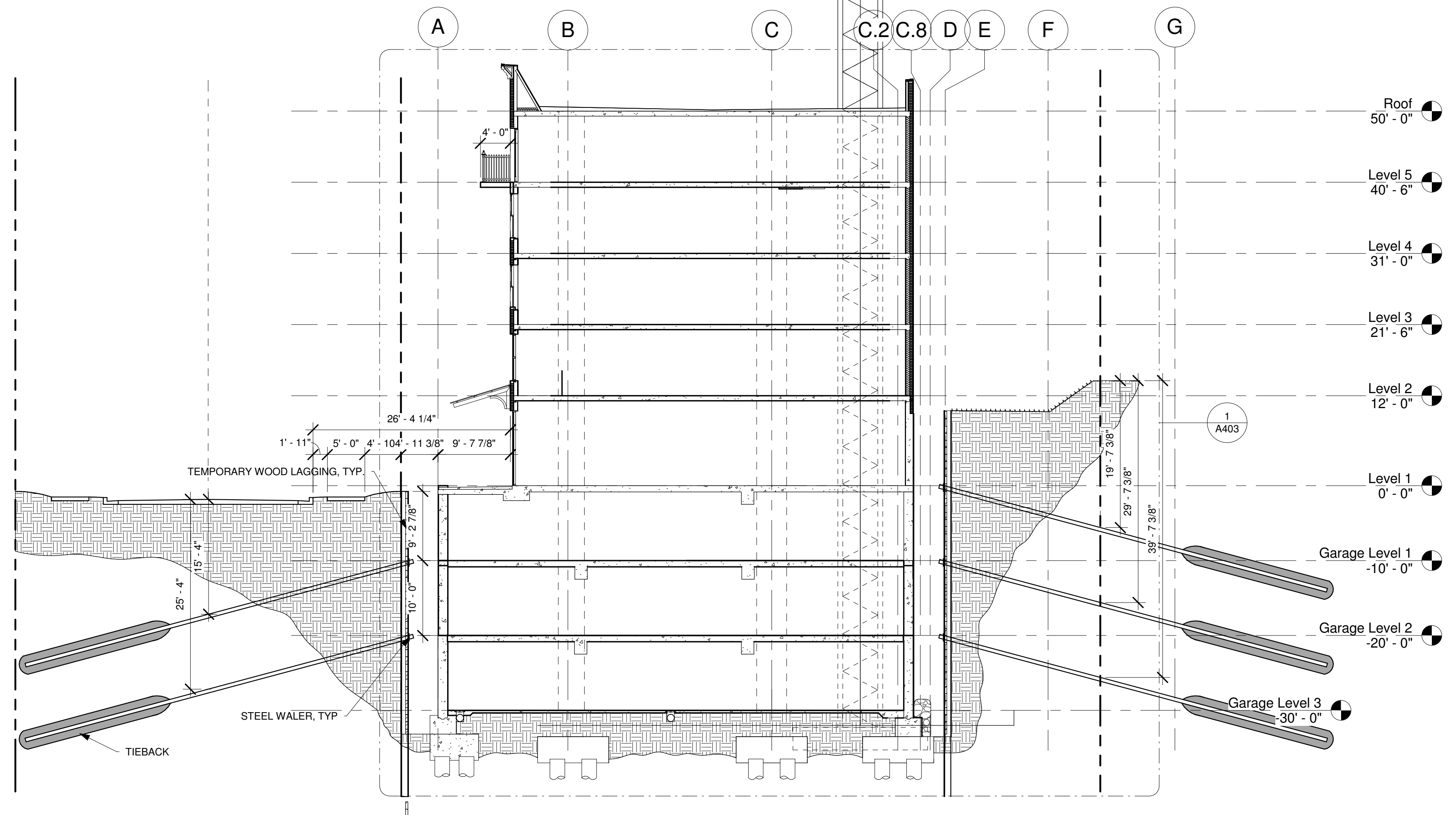
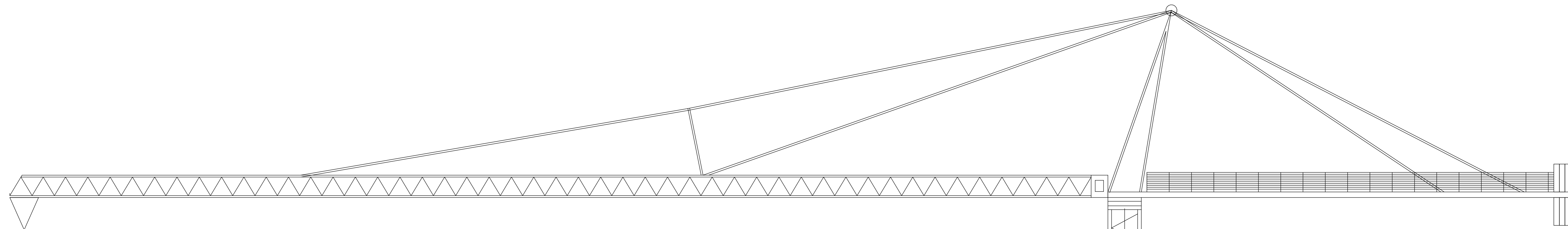


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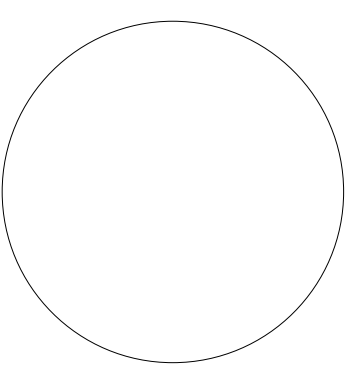
JACKSON ROW OXFORD, MS
TOWER DRAWING

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CD102



1 Shoring Section
3/32" = 1'-0"

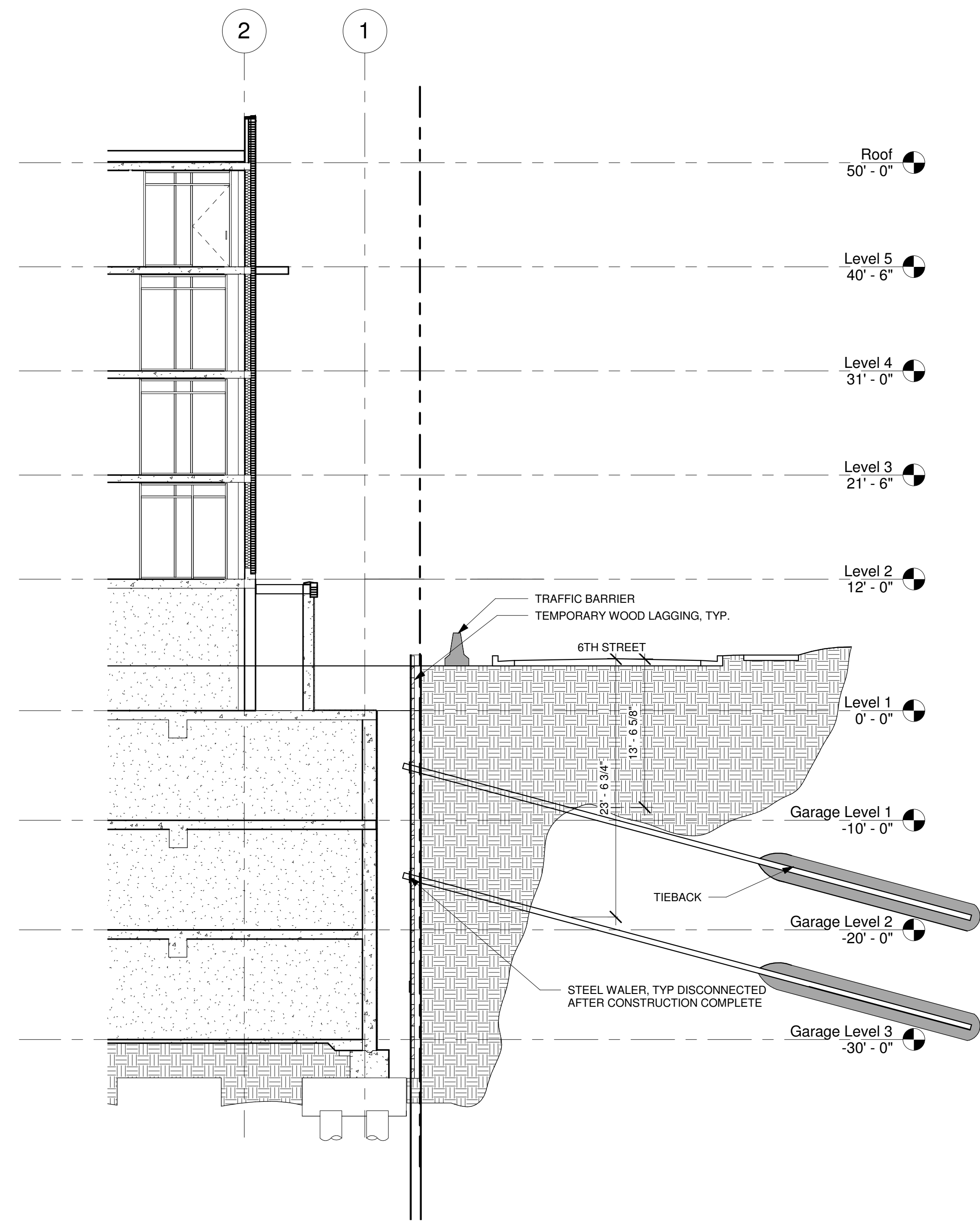


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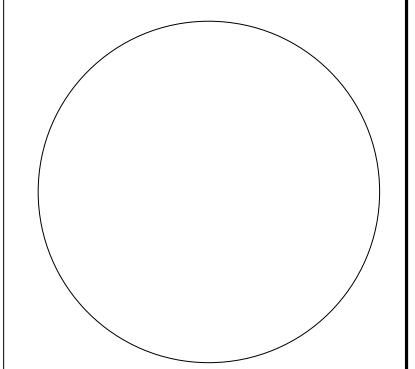
JACKSON ROW OXFORD, MS
TOWER DRAWING

NUMBER:
DATE:
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SD201



1 West End Section Shoring
1/8" = 1'-0"



REVISION	

JACKSON ROW OXFORD, MS
TOWER DRAWING

NUMBER:
DATE:
DRAWN:
CHECKED:

SD202