

This instrument prepared by:

City of Oxford
107 Courthouse Square
Oxford, MS 3865
(662) 232-2306

Please return to:

Eutaw Construction Company, Inc.
109 ½ W. Commerce Street
Aberdeen, MS 39730
(662) 369-8868

GRANTOR:

City of Oxford
107 Courthouse Square
Oxford, MS 38655
(662) 232-2306

GRANTEE:

Eutaw Construction Company, Inc.
109 ½ W. Commerce Street
Aberdeen, MS 39730
(662) 369-8868

Indexing Instructions: Southeast Quarter of Section 29, Township 8 South, Range 3 West

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CITY OF OXFORD

("Grantor") has bargained and permitted for the purpose of construction to:

EUTAW CONSTRUCTION COMPANY, Inc.

The land and/or land rights, more particularly described as follows: Located in the City of Oxford, Lafayette, Mississippi:

TEMPORARY CONSTRUCTION EASEMENT

Temporary Construction Easement, between Stations 12+50 and 24+50 on the Baptist Memorial Hospital North Mississippi Project, Phase IV: Old Taylor Road Widening, within the Right-of-way of Old Taylor Road and Bickerstaff Lane, (Right-of-Way Varies on both roads) and also across the City of Oxford property recorded in Deed Book 327, Page 186 recorded in the Lafayette County Chancery's Office in Oxford, Mississippi, as shown on plat, all located in the southeast quarter of Section 29, Township 8 south, Range 3 west.

By this instrument the Grantor(s) hereby convey a temporary, non-exclusive construction easement for construction and maintenance of drainage pipes, driveway connections, etc. The aforementioned Temporary Construction Easement will be void after completion of the above mentioned project and, in any event, shall expire and be void after two years from and after the date of this instrument.

In the event that Grantee disturbs any of Grantor's land or improvements in connection with the exercise of its rights hereunder, Grantee shall restore the land or improvements affected thereby substantially to the condition existing prior to the time of such disturbance and to Grantor's reasonable satisfaction.

Grantee hereby covenants and agrees to indemnify and hold Grantor harmless for all and any damages and liabilities caused by the exercise of any right granted by this instrument, including but not limited to, damage caused by the construction forces of Grantee, its servants, agents, employees and/or assigns.

This easement is subject to a general reservation and right in Grantor to use any portion of land above, below or around the easement property so long as such use does not unreasonably interfere with the use of Grantee for its intended purposes.

The legal description of this conveyance was taken from the easement plats prepared for the City of Oxford, Mississippi.

Map and Parcel No.:
139H-29 (Old Taylor Rd.)

Property Address:
See Accompanying Plat

Rev: 2-25-14

Grantor:

Witness my hand this _____ day of _____, 20__.

CITY OF OXFORD
107 Courthouse Square
Oxford, Mississippi 38655

By:

Title: _____

STATE OF MISSISSIPPI)
COUNTY OF LAFAYETTE)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ of CITY OF OXFORD, Lafayette County, Mississippi, the within named bargainer, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of CITY OF OXFORD, Lafayette County, Mississippi by himself/herself as such _____.

WITNESS my hand and official seal at office this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Grantee:

Witness my hand this _____ day of _____, 20__.

EUTAW CONSTRUCTION COMPANY, Inc.
109 1/2 W. Commerce St.
P.O. Box
Aberdeen, MS 39730

By:

Title: _____

STATE OF MISSISSIPPI)
COUNTY OF LAFAYETTE)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be the _____ of EUTAW CONSTRUCTION COMPANY, Inc., the within named bargainer, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of EUTAW CONSTRUCTION COMPANY, Inc. by himself/herself as such _____.

WITNESS my hand and official seal at office this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

TEMP. CONST. ESM'T.

TEMPORARY CONSTRUCTION EASEMENT

Temporary Construction Easement, between Stations 12+50 and 24+50 on

the Baptist Memorial Hospital North Mississippi Project, Phase IV: Old Taylor Road and Bickerstaff Road Widening, within the Right-of-Way and also across the City of Oxford Lane, (Right-of-Way Vanes on both a Page 186 recorded in the Lafayette

property recorded In Deed, Book 3, Mississippi and as shown on plat, all County Chancery's Office in Oxford, on 29, Township 8 south, Range 3 located in the southeast quarter of section

west.

COMMONS AT OLE MISS
DB. 518, PG. 725

OLD TAYLOR APARTMENTS
DB. 462, PG. 629

CITY OF OXFORD
PROPERTY
DB. 327, PG. 166

OXFORD STATION
DEVELOPEMENT
INST. #2005-4456

OLD TAYLOR RD.

BICKERSTAFF LN

WHIRLPOOL DR.

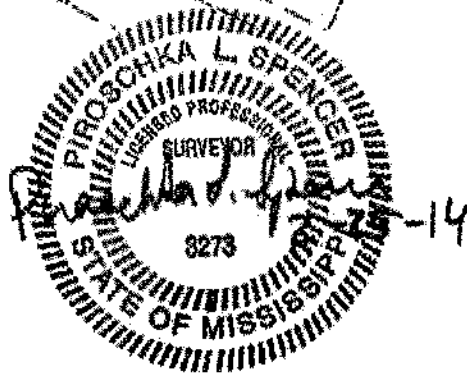
REV:#1; DATE: 2-25-14

THIS IS NOT A BOUNDARY SURVEY

GRAPHIC SCALE 1"=100'

100 0 10

DATE: 2-25-14



A 2H

ENGINEERS • ARCHITECTS • PLANNERS
1301 SOUTH F. H. MURPHY BLVD.
LITTLE ROCK, AR 72202
PH: 501-225-1111 FAX: 501-225-1112

TEMPORARY CONSTRUCTION EASEMENT
ACROSS THE CITY OF OXFORD PROPERTY
AND THE RIGHT-OF-WAY ALONG
OLD TAYLOR ROAD & BICKERSTAFF LANE.
LOCATED IN SECT. 29, T 8 S, R 3 W
LAFAYETIE COUNTY, MISSISSIPPI