

- NOTES:
1. FOR CONSTRUCTION DETAILS SEE SHEETS 5 & 6.
  2. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS AND IS SUBJECT TO APPROVAL INSPECTION AND ACCEPTANCE BY THE CITY OF RIDGELAND.

ON SITE WATER & SEWER PLAN

DESIGNED:	SCALE: 1" = 30'				
DRAWN: R. DALE	DRWG. NO: 80-250				
APPROVED: H. B. L., JR.					
DATE: JUNE, 1981					
REV. NO.	DATE	NATURE OF REVISION	BY	CHKD	APPD
1	10/1/81	CHANGED DI TO PVC WATER MAIN EXTENDED WATER MAIN TO COUNTY LINE ROAD CHANGED OPTIONAL SAN SEWER TO REQ'D			

**LESTER ENGINEERING COMPANY**  
CONSULTING ENGINEERS  
JACKSON, MISSISSIPPI

KROGER SUPER STORE V-357  
RIDGELAND, MISSISSIPPI

SHEET NO. **3**

INDEXED 6696

EASEMENT

THIS INDENTURE made this 29<sup>th</sup> day of December, 1982, between THE KROGER CO., an Ohio corporation, whose address is P. O. Box 1878, Memphis, Tennessee 38101, Party of the First Part, and the City of Ridgeland, Mississippi, a municipal corporation of Madison County, Mississippi, whose address is Ridgeland, Mississippi 39157, Party of the Second Party.

WITNESSETH

That the said Party of the First Part for and in consideration of the sum of \$1.00, in hand paid, receipt of which is hereby acknowledged, hereby grants a non-exclusive easement for the construction and maintenance of a public water line and sewer line under a portion of the property owned by the Party of the First Part, situated in the City of Ridgeland in Madison County, Mississippi, and more particularly described in Exhibits "A" and "B" attached hereto.

Said tracts described in Exhibits "A" and "B" are necessary to install and maintain a public water line and sewer line with the necessary appurtenances thereto. Party of the Second Part does hereby agree to maintain the above described easement, and to effect necessary repairs in an expeditious manner so as not to interfere with the normal business of Party of the First Part.

Party of the First Part does hereby provide to Party of the Second Part a one (1) year warranty as to workmanship and materials for the installation of the herein described water and sewer line. This one year warranty will expire on March 15, 1983, being one year from the date of acceptance of the herein described water and sewer line, by the City of Ridgeland.

TO HAVE AND TO HOLD unto the Party of the Second Part, its successors and assigns for the purpose aforesaid.

IN WITNESS WHEREOF, EACH PARTY HAS HEREUNTO SET HIS HAND, the day and year first above mentioned.

WITNESSES:

Barbara M. Biddle  
Carey L. Sacherman

THE KROGER CO.

BY: Charles Thomas  
Charles Thomas  
Group Vice President



WITNESSES:

[Signature]  
[Signature]

Hite B. Wolcott  
CITY OF RIDGELAND  
HITE B. WOLCOTT, Mayor

EXHIBIT "B"

DESCRIPTION OF SANITARY SEWER EASEMENT  
ACROSS THE KROGER STORE PROPERTY

Begin at the point of beginning of that certain parcel of property conveyed to The Kroger Co. by deed recorded in Book 174, at Page 576 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, reference to which is hereby made in aid and as a part of this description; said point being on the west right-of-way line of Old Canton Road 30.0 feet west of the center of said road, as it was laid out and established in February, 1981, and as it is indicated on the plans for said road identified as Federal Aid Secondary Project No. S-0516(1)B, said point being also 485.8 feet north and 742.7 feet west of the southeast corner of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi; run thence south 89 degrees 50 minutes west and along the boundary of said parcel of property conveyed to The Kroger Co. for a distance of 150.0 feet to a corner of said parcel; continue thence south 89 degrees 50 minutes west for a distance of 4.9 feet to a point; run thence south 34 degrees 42 minutes west for a distance of 350.5 feet to a point; run thence south 89 degrees 49 minutes west for a distance of 121.3 feet to a point on the west line of said parcel of property conveyed to The Kroger Co.; run thence south 00 degrees 11 minutes east along the said west line of said parcel conveyed to The Kroger Co. for a distance of 10.0 feet to a point; run thence north 89 degrees 49 minutes east for a distance of 130.0 feet to a point; run thence north 00 degrees 11 minutes west for a distance of 5.0 feet to a point; run thence north 34 degrees 42 minutes east for a distance of 338.3 feet to a point; run thence north 89 degrees 50 minutes east and along a line 15.0 feet south of and parallel to the north boundary of said parcel conveyed to The Kroger Co. for a distance of 153.2 feet to a point on the said west right-of-way line of Old Canton Road; run thence north 00 degrees 10 minutes west along the said west right-of-way line of Old Canton Road for a distance of 15.0 feet to the point of beginning.

The above described parcel of property is located in the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 0.16 acres, more or less.

EXHIBIT "A"

DESCRIPTION OF WATER MAIN EASEMENT  
ACROSS NORTH AND WEST SIDES OF KROGER STORE PROPERTY

Begin at the northeast corner of that certain parcel of property conveyed to The Kroger Co. by deed recorded in Book 174 at Page 576 in the office of the Chancery Clerk of Madison County at Canton, Mississippi, reference to which is hereby made in aid of and as a part of this description; said point being also 757.9 feet north and 893.5 feet west of the southeast corner of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi; run thence south 89 degrees 49 minutes west along the north line of said parcel of property conveyed to The Kroger Co. for a distance of 326.8 feet to the northwest corner of said parcel; run thence south 00 degrees 11 minutes east along the said west line of said parcel of property for a distance of 720.0 feet to the southwest corner of said parcel which is also a point on the north right-of-way line of County Line Road; run thence north 89 degrees 49 minutes east along the said north right-of-way line of County Line Road for a distance of 7.5 feet to a point; run thence north 00 degrees 11 minutes west for a distance of 336.5 feet to a point; run thence north 10 degrees 52 minutes east for a distance of 60.0 feet to a point; run thence north 06 degrees 43 minutes east for a distance of 50.0 feet to a point; run thence north 00 degrees 11 minutes west along a line 25.0 feet east of and parallel to the said west line of said parcel of property conveyed to The Kroger Co. for a distance of 245.0 feet to a point; run thence north 44 degrees 49 minutes east for a distance of 28.3 feet to a point; run thence north 89 degrees 49 minutes east along a line 10.0 feet south of and parallel to the said north line of said parcel of property conveyed to The Kroger Co. for a distance of 281.8 feet to a point on the east boundary of said parcel of property conveyed to The Kroger Co.; run thence north 00 degrees 11 minutes west along the east line of said parcel of property for a distance of 10.0 feet to the point of beginning.

The above described parcel of property is located in the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section 32, Township 7 North, Range 2 East, Madison County, Mississippi, and contains 0.33 acres, more or less.

BOOK 185 PAGE 82

82-260  
08/82



(SEAL)

MY COMMISSION EXPIRES:

WILLIAM J. MORAN, JR.  
Notary Public, State of Ohio  
My Commission Expires August 9, 1985

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 5 day of January, 1983, at 4:20 o'clock P.M., and was duly recorded on the JAN 11 1983 day of JAN 11 1983, 19 83, Book No. 185 on Page 81 in my office.  
Witness my hand and seal of office, this the JAN 11 1983 of JAN 11 1983, 19 83.

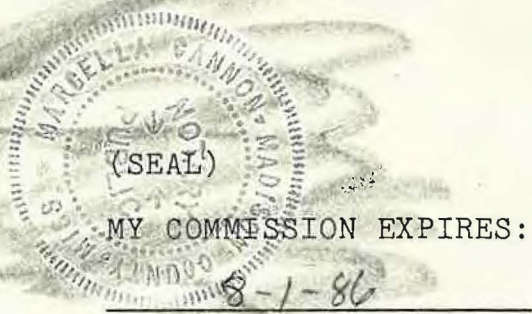
BILLY V. COOPER, Clerk

STATE OF MISSISSIPPI  
COUNTY OF MADISON

THIS DAY, before me, a Notary Public of the State and County aforesaid, personally appeared HITE B. WOLCOTT, with whom I am personally acquainted and who upon oath acknowledged himself to represent as Mayor, the party of the Second Part in the foregoing Easement and acknowledged that he did sign and deliver said instrument as and for the act and deed of the City of Ridgeland, Mississippi.

WITNESS MY HAND and official seal this 16 day of December, 1982.

Marcella Cannon  
NOTARY PUBLIC



BOOK 185 PAGE 84

\*\*\*\*\*

~~STATE OF TENNESSEE~~  
OKIO  
COUNTY OF SHELBY

THIS DAY, before me, a Notary Public of the State and County aforesaid, personally appeared Charles Thomas, Group Vice President, The Kroger Co., with whom I am personally acquainted and, who upon oath acknowledged himself to be such officer of The Kroger Co., Party of the First Part in the foregoing Easement, and that he as such Vice President, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained by signing in the name of the corporation as such officer.

WITNESS MY HAND and official seal this 29th day of December, 1982.

William J. Moran, Jr.  
NOTARY PUBLIC

WILLIAM J. MORAN, JR.  
Notary Public, State of Ohio  
My Commission Expires August 9, 1985



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 5 day of January, 1983, at 4:20 o'clock P.M., and was duly recorded on the JAN 11 1983 day of JAN 11 1983, 19 1983, Book No. 185 on Page 87 in my office.

Witness my hand and seal of office, this the 11 day of JAN 11 1983, 19 1983.

BILLY V. COOPER, Clerk