

Prepared by and Return to:  
Kimberly Walker Nailor  
City of Vicksburg Legal Dept  
1401 Walnut Street  
Vicksburg, MS 39180  
601-631-2983

Indexing Instructions: Section 21, Township 15 North, Range 3 East, Warren County, Mississippi

**TEMPORARY EASEMENT**

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned:

**BARBARA J. DEE, GRANTOR**  
105 Bluecreek Drive  
Vicksburg, Mississippi 39180  
Phone: 601-218-5271

does hereby transfer, grant and convey to:

**THE MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG, MISSISSIPPI,**  
**GRANTEE**  
c/o City Clerk  
1401 Walnut Street  
Vicksburg, Mississippi 39180  
Phone: 601-634-4554

its successors and assigns; a temporary easement for construction activities, across and through the land owned by the Grantor in Warren County, State of Mississippi, being more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PARTY HEREOF.**

This easement is shown on a map prepared by Volkert Engineering, a copy of which is attached hereto as Exhibit "B".

The purpose of this easement is to provide temporary access for construction activities, across and through the land owned by the Grantor and shall expire upon completion of the construction activities or one year from date of this instrument, whichever first occurs, which property is depicted on the plat attached as Exhibit "A".

This easement is upon the following terms and conditions:

1. Owner reserves the right to the full use and enjoyment of the lands herein described and which are the subject of this easement, provided that such does not unreasonably interfere with the use and enjoyments by City of the rights herein conveyed.

2. Grantee accepts responsibility for restoring the land to a state similar to what it was prior to the construction work anticipated herein. Grantee warrants that no unreasonable damage will result from its use to the Grantor's premises.

3. It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of the same.

4. The conditions in this instrument shall be construed and treated as covenants running with the land and shall bind the parties hereto, their successors and assigns.

5. This easement will be effective as of the date it is recorded in the Land Records of Warren County, Mississippi.

WITNESS the signature of the undersigned on this the 20 day of February 2026.

**BARBARA J. DEE, GRANTOR**



STATE OF MISS.  
COUNTY OF WARREN

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **BARBARA J. DEE** who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been duly authorized.

GIVEN under my hand and official seal, this the 20 day of February  
2026.

Brenda Bartlett  
NOTARY PUBLIC

My Commission Expires:

June 2, 2027



Accepted by:  
The Mayor and Aldermen of the City of Vicksburg

\_\_\_\_\_  
BY: Willis Thompson, Mayor

STATE OF MISSISSIPPI  
COUNTY OF WARREN

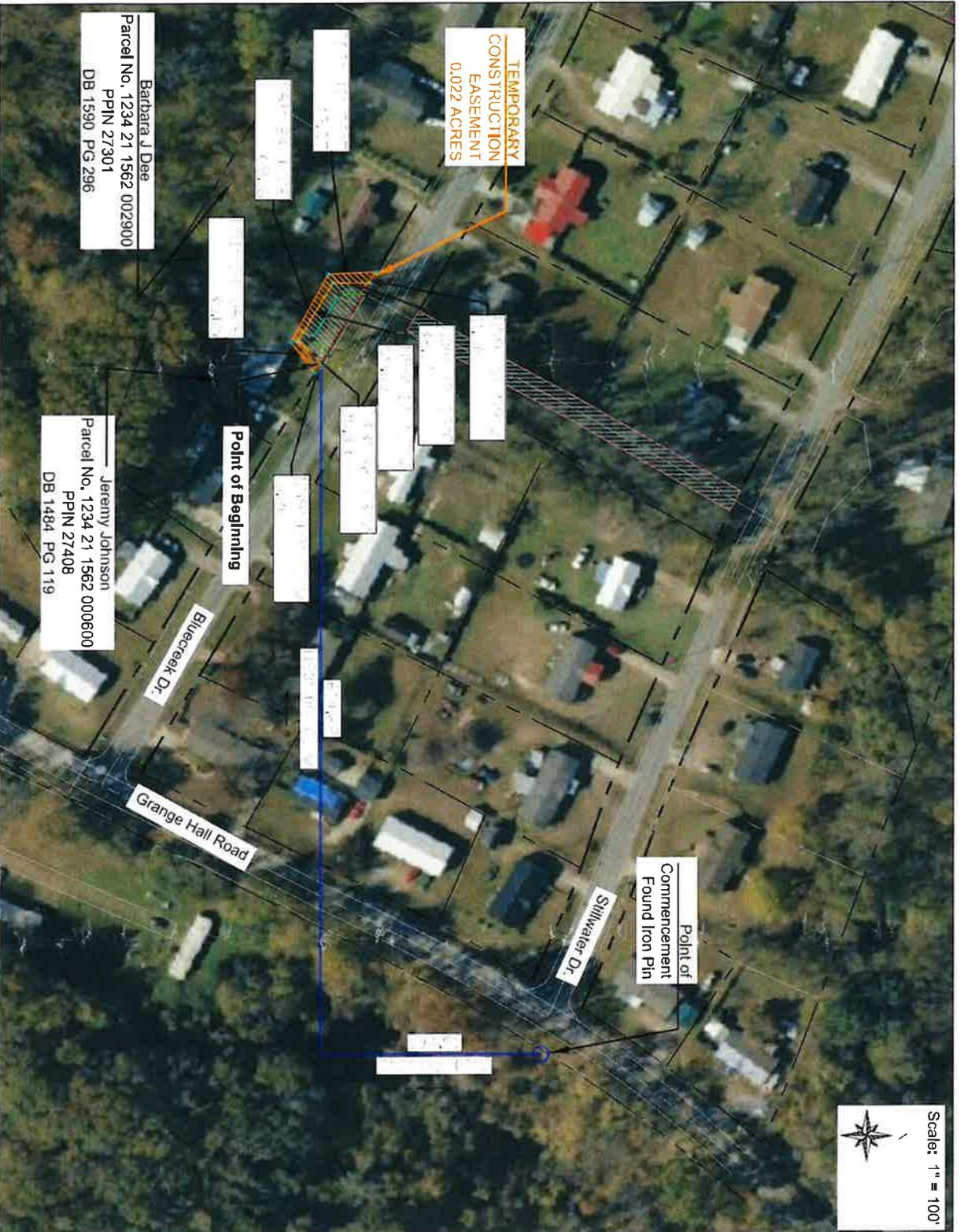
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **WILLIS THOMPSON**, who is the MAYOR of The Mayor and Aldermen of the City of Vicksburg, Mississippi who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been duly authorized.

GIVEN under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_  
2026.

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

My Commission Expires:

\_\_\_\_\_



**Exhibit B – Temporary Construction Easement Along Creek**

Prepared by and Return to:  
Kimberly Walker Nailor  
City of Vicksburg Legal Dept  
1401 Walnut Street  
Vicksburg, MS 39180  
601-631-2983

Indexing Instructions: Section 21, Township 15 North, Range 3 East, Warren County, Mississippi

**EASEMENT AGREEMENT**

FOR AND IN CONSIDERATION of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned:

**BARBARA J. DEE, GRANTOR**  
105 Bluecreek Drive  
Vicksburg, Mississippi 39180  
Phone: 601-218-5271

does hereby transfer, grant and convey to:

**THE MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG, MISSISSIPPI, GRANTEE**  
c/o City Clerk  
1401 Walnut Street  
Vicksburg, Mississippi 39180  
Phone: 601-634-4554

its successors and assigns; a permanent utility easement, across and through the land owned by the Grantor in Warren County, State of Mississippi, being more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PARTY HEREOF.**

This easement is shown on a map prepared by Volkert Engineering, a copy of which is attached

hereto as Exhibit "B".

The purpose of this easement is to provide a permanent utility easement, across and through the land owned by the Grantor, which property is depicted on the plat attached as Exhibit "A".

This easement is upon the following terms and conditions:

1. Owner reserves the right to the full use and enjoyment of the lands herein described and which are the subject of this easement, provided that such does not unreasonably interfere with the use and enjoyments by City of the rights herein conveyed. Owner agrees that he will not construct any building or other structure on the easement.

2. Grantee accepts responsibility for restoring the land to a state similar to what it was prior to the construction work anticipated herein. Grantee warrants that no unreasonable damage will result from its use to the Grantor's premises.

3. It is mutually understood and agreed that this instrument covers all of the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of the same.

4. The conditions in this instrument shall be construed and treated as covenants running with the land and shall bind the parties hereto, their successors and assigns.

5. Owner waives any payment of just compensation for the easement and voluntarily donates the easement to the City.

5. This easement will be effective as of the date it is recorded in the Land Records of Warren County, Mississippi.

WITNESS the signature of the undersigned on this the 20 day of February 2026.

**BARBARA J. DEE, GRANTOR**

Barbara J. Dee

STATE OF MISS  
COUNTY OF WARREN

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **BARBARA J. DEE** who acknowledged that she signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been duly authorized.

GIVEN under my hand and official seal, this the 20 day of February 2026.



Brenda Bartlett  
NOTARY PUBLIC

My Commission Expires:

June 2, 2027

Accepted by:  
The Mayor and Aldermen of the City of Vicksburg

\_\_\_\_\_  
BY: Willis Thompson, Mayor

STATE OF MISSISSIPPI  
COUNTY OF WARREN

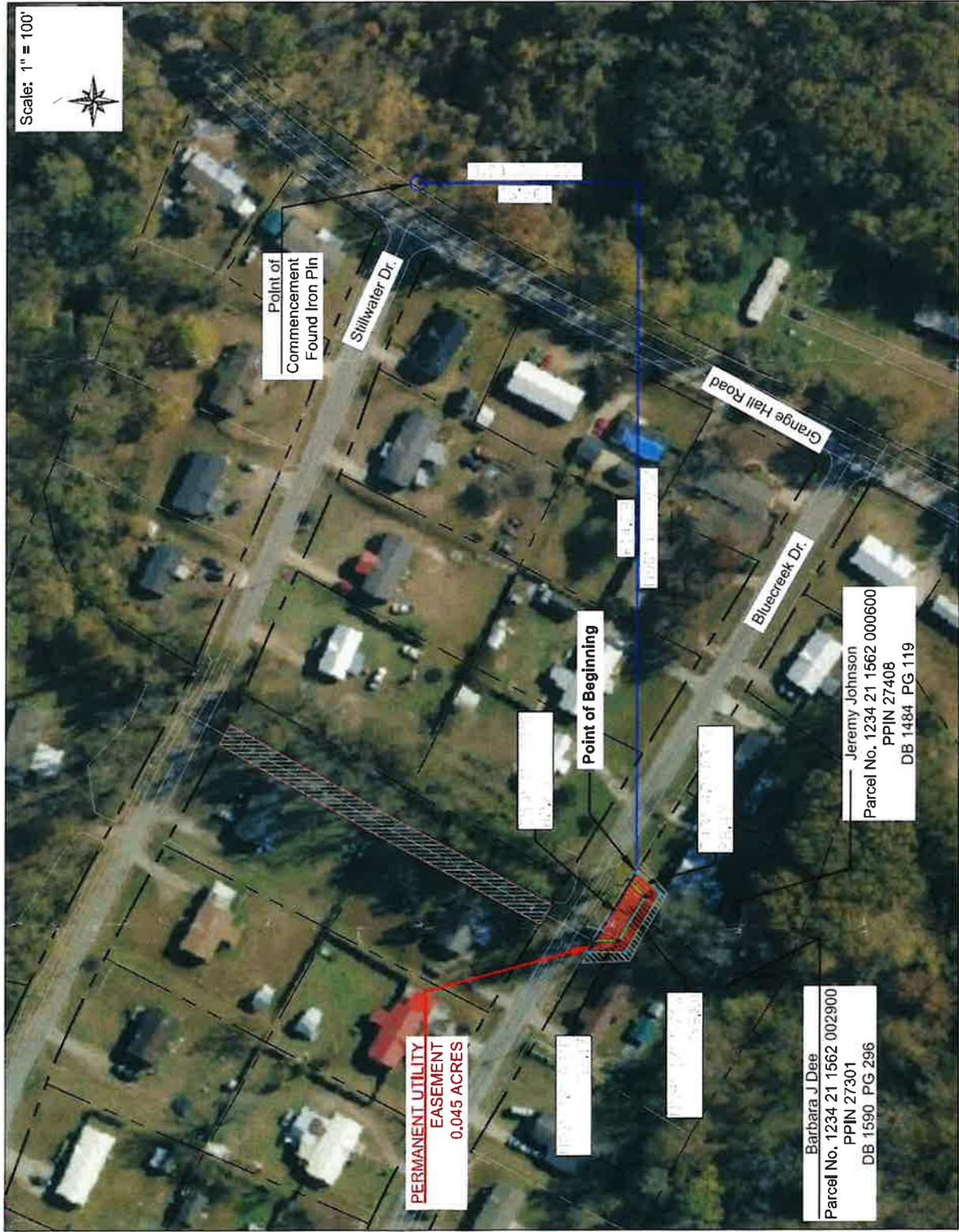
Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named **WILLIS THOMPSON**, who is the MAYOR of The Mayor and Aldermen of the City of Vicksburg, Mississippi who acknowledged that he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after having been duly authorized.

GIVEN under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_ 2026.

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

My Commission Expires:

\_\_\_\_\_



**Exhibit B - Permanent Utility Easement Along Creek**