

EASEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00), cash in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, we, Eddie B. Martin and wife, Elizabeth B. Martin, do hereby grant, bargain, sell, transfer, convey and warrant unto the Town of Olive Branch, Mississippi, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove sewer mains and lines and connections and necessary appurtenances thereto, on, over and across the following-described property in DeSoto County, Mississippi, to wit:

A sewer easement across property of Grantors situated Section 32, Township 1 South, Range 6 West, described as BEGINNING at a point 130 feet North of the Southeast corner of the said Eddie Martin lot situated in Section 32, Township 1 South, Range 6 West, and being as heretofore stated a sewer easement 20 feet right and 10 feet left of the center line of proposed sewer line running Southwesterly 217 feet to a point in the West line of the said Martin lot, said point being 75 feet North of the Southwest corner of said lot; it being the intention of the Grantors to grant sewer line easement as described herein to the Town of Olive Branch, as same is staked by J. E. Lauderdale, Engineer, Town of Olive Branch.

This easement covers the sewer mains and sewer lines referred to on the plans and specification of said sewer distribution system for the Town of Olive Branch which are on file with said Clerk of the Town of Olive Branch, Mississippi, at Olive Branch, Mississippi, and reference to same is hereby made and such are made a part hereof.

Together with the right of ingress and egress over grantors' adjacent lands for the purpose for which the above-mentioned rights are granted.

The consideration recited herein shall constitute payment in full for all damages sustained by grantors by reason of the installation of the structures referred to herein and the grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to grantors' premises. This agreement, together with other provisions of this grant, shall constitute a covenant running with the land for the benefit of the grantee, its successors and assigns. The grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

WITNESS OUR SIGNATURES this the 15 day of February, 19 80.

*Eddie B. Martin*  
Eddie B. Martin

*Elizabeth B. Martin*  
Elizabeth B. Martin

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within-named Eddie B. Martin and wife, Elizabeth B. Martin, who personally are known to me to be the same persons whose names is - are subscribed to the foregoing instrument, who acknowledged that they signed and delivered the said instrument on the day and date therein set out and for the purposes therein expressed as their voluntary act and deed.

GIVEN UNDER MY HAND and Official Seal of office, this the 15 day of February, 19 80.

My Commission expires:  
8/27/80

*Jyll H. Baray*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 00 minutes A.M. 5 day of May 1980, and that the same has been recorded in Book 150 Page 58 records of Right-Of-Way Deed of said County.

Witness my hand and seal this the 6 day of May 1980.