

STATE OF MISSISSIPPI
COUNTY OF DESOTO

W A T E R L I N E E A S E M E N T

FOR IN CONSIDERATION of the hereinafter named Larry Kennedy and T.E. Simpson, making a gift to Walls Water Association and other good and valuable consideration, the receipt of all of which is hereby acknowledged, we, Larry Kennedy and T.E. Simpson, Grantor's, do hereby convey ~~and warrant~~ unto Walls Water Association, Grantee, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace, and remove water mains and lines and connections and necessary appurtenances thereto, together with the right of ingress and egress over the Grantor's adjacent lands for the purpose of which the above mentioned rights are granted, on, over, and across the following described property situated in Desoto County, Mississippi, to wit:

A part of the South Half (S 1/2) of Section 1, Township 2 South, Range 9 West, in Desoto County, Mississippi, being a strip of land 20 feet wide, adjacent and parallel to the proposed south right-of-way line of Nail Road being a part of Mississippi Highway Department Project Number 79-0030-01-009-10, on Highway 301, to which plan and project reference is hereby made, and being on file with the Mississippi State Highway Department, Central File, Jackson, Mississippi, and extending from the Grantor's west property line opposite approximate Station No. 25+80 to a point opposite approximate Station No. 29+00, said strip of land containing 0.15 acres, more or less.

Grantor's herein acknowledge that they have been fully advised and understand that they are entitled to receive just compensation based upon an appraisal of this property for this conveyance and for damages, if any, but Grantor's desire no compensation to donate the above described Water Line Easement to Walls Water Association, and said Grantor's specifically waive any and all claims for damages or any claims for damages or any claims whatsoever. Grantor's specifically understand that they have the right to request that a fair market value appraisal of the property be made, and they hereby waive that right.

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

WITNESS OUR SIGNATURES ON THIS THE 2nd day of October 19 91.

Lianne Newton
witness

J. E. Simpson
Larry Kennedy

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Personally appeared before me, the undersigned authority, Lianne Newton, the subscribing witness to the foregoing instrument, who, first being duly sworn, deposed and saith that he saw the within named Larry Kennedy + J. E. Simpson whose name(s) is-are subscribing hereto sign and deliver the same to Walls Water Association, Inc. and he, the affiant, subscribed his name as witness thereto in the presence of the said Lianne Newton + Larry Kennedy + J. E. Simpson

Sworn to and subscribed before me and given under my hand and seal of office, this the 2th day of October, 1990.



(S E A L)

Commission Expires:

EXPIRES JULY 18, 1994

Abigail D. Hays
NOTARY PUBLIC

STATE MS.-DESOTO CO. D.T.
FILED

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W.E. DAVIS CH. CLK.