

UTILITY EASEMENT

For and in consideration of One Dollar (\$1.00) cash in hand paid and other valuable considerations, the receipt of which is hereby acknowledged, I/ We

CYGNUS PROPERTIES, INC. d/b/a CANDLE LITE MOBILE ESTATES, THOMAS D. COFFELT, PRES.

do hereby grant unto the City of Olive Branch, Mississippi a Mississippi Municipal Corporation, a perpetual easement with the right to install, construct, lay and thereafter use, maintain, and inspect utility lines installed within this easement hereto, on, over and across the following described property in DeSoto County, Mississippi, to wit:

This is a water main utility easement along the east boundry of Coroma Industrial Park lot 13 and along the east side of the Candle Lite Mobile Estates tract in the City of Olive Branch located in Section 33; Township 1 South; Range 6 West. This easement shall be 10 feet in width and will be five feet on either side of a water main to be installed by the City of Olive Branch. The easement shall begin on the north line of said lot 13 and run south to Coroma Road. Also, there is granted to the City of Olive Branch the right of ingress and egress along the existing streets of Candle Lite Mobile Estates to the City water well and the sewer lift stations in the area.

The City of Olive Branch will upon the recording of this easement begin maintenance and repair to the two sewer lift stations within and serving the Candle Lite Mobile Estates at no cost to Thomas Coffelt and / or the owners of the Candle Lite Mobile Estates.

These considerations recited herein shall constitute payment in full for the use of the easement area for the utility line. The City of Olive Branch will guarantee that no unreasonable damage will result from the construction of the utility line on the grantors property, whether the construction is within the easement or in the area of the ingress and egress to the easement area. This agreement together with the provisions of this grant shall constitute a covenant running with the land for the benefit of the grantee, its successor and assigns.

Witness our signatures this the 24 day of September 1992.

Thomas D. Coffelt

Thomas D. Coffelt, Pres. Cygnus Properties, Inc.

STATE OF MISSISSIPPI COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, Thomas D. Coffelt who acknowledged that he signed and delivered this instrument on the day and date therein mentioned. Given under my hand and official seal of office this the 24th day of September, 1992

My commission Expires: 8-26-94

Quice Horst
Notary Public

City of Olive Branch

The City of Olive Branch acknowledges the provisions hereto made in this agreement for the benefit of the City of Olive Branch and to Cygnus Properties, Inc.

Milton Nichols
Milton Nichols, Mayor

STATE MS.-DESOTO CO. 24
FILED

OCT 23 10 20 AM '92

RECORDED 10-23-92
DEED BOOK 250
PAGE 537
W.E. DAVIS CH.CLK.