

MUTUAL EASEMENT FOR DRIVEWAY

THIS AGREEMENT is hereby entered into this the 17th day of November, 1993, by and between JAMES E. WOODS and GARY P. SNYDER, hereinafter referred to as "Parties of the First Part", and DR. ELTON L. HARRIS and wife, MARY ANN N. HARRIS, hereinafter referred to as "Parties of the Second Part",

WITNESSETH:

WHEREAS, Parties of the First Part own and have title to property situated in the City of Olive Branch, DeSoto County, Mississippi, described as follows, to-wit:

Part of the Northeast 1/4 of Section 33, Township 1 South, Range 6 West, being more particularly described as BEGINNING at a point in the South right of way of Goodman Road, said point being 185 feet East of the Northwest corner of the W.W. Kerr tract as recorded in Book 71, Page 476, Land Deed records of DeSoto County, Mississippi; thence Easterly along said right of way 66.0 feet to a point; thence at an interior angle of 90 degrees Southwestwardly 282.7 feet to a point; thence due West 108.2 feet to a point; thence at an interior angle 90 degrees Northeastwardly 282.7 feet to a point; thence Eastwardly along Goodman Road right of way 42.2 feet to a point of beginning.

WHEREAS, the Parties of the Second Part own and title to real estate situated in the City of Olive Branch, DeSoto County, Mississippi, described as follows, to-wit:

Said lot situated in the Northeast 1/4 of Section 33, Township 1 South, Range 6 West, being more particularly described as BEGINNING at the North-east 1/4 of the Bridgforth, Woods lot at a point in the South right of way of Goodman Road; thence with said point of beginning, run Eastwardly along said right of way 70 feet to a point; thence at an interior angle of 90 degrees Southwesterly 282.7 feet to a point; thence run West 70 feet to a point; thence at an interior angle at 90 degrees run Northeasterly 282.7 feet the point of beginning.

WHEREAS, said properties are adjacent to each other as shown on the plat attached hereto which is made a part of this Agreement as if fully set forth herein. Said plat being prepared by J.F. Lauderdale, Engineer, dated November 1, 1984.

WHEREAS, the Parties hereto, in consideration of One and No/100 (\$1.00) Dollar, cash in hand paid to each other, have agreed to grant to each other an easement and/or right of way along their adjacent lines as shown on said plat.

NOW, THEREFORE, in consideration of said agreement and for the further consideration of the sum of One and No/100 (\$1.00) Dollar paid by each of said Parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually coveted, stipulated and agreed by and between the Parties hereto as follows, to-wit:

1. The Parties of the First Part hereby grant unto the Parties of the Second Part an easement right of way for the purpose of ingress and egress to and from the rear or any portion of the Parties of the Second Part's lot, to pass and re-pass along and over the strip of land 20 feet wide along the east line of the property of said Parties of the First Part and being along existing driveway.

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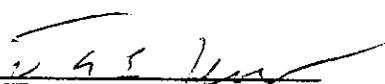
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2. The Parties of the Second Part hereby grant unto the Parties of the First Part an easement right of way for the purpose of ingress and egress to and from the rear or any portion of the Parties of the First Part's lot, to pass and re-pass along and over the strip of land 20 feet wide along the west line of the property of said Parties of the Second Part and being along existing driveway.
3. It is further understood and agreed by and between the Parties hereto that the easements granted herein are to be held by the respective Grantees, their heirs and assigns as appurtenant to the land owned by said respective Grantees.
4. It is further understood and agreed by and between the Parties hereto that the Parties of the First Part will and do hereby assume and agree to pay one-half (1/2) and the Parties of the Second Part will and do hereby assume and agree to pay one-half (1/2) of the costs of maintaining said roadway for driveway purposes.
5. This Agreement has been executed in duplicate of the Parties hereto and each executed copy thereof shall be considered as an original.

WITNESS, whereof the Parties hereunto set their hands and seals on the day and year first above specified.

PARTIES OF THE FIRST PART:

PARTIES OF THE SECOND PART:


JAMES E. WOODS


DR. ELTON L. HARRIS


GARY P. SNYDER


MARY ANN N. HARRIS

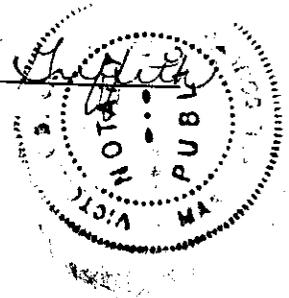
STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named, JAMES E. WOODS, who acknowledged to me that he signed and delivered the above and foregoing MUTUAL EASEMENT FOR DRIVEWAY on the day and year therein mentioned, as and for his free and voluntary act and deed and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of November, 1993.

Victoria B. Griffith
NOTARY PUBLIC



My Commission Expires:

12-18-94

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named, GARY P. SNYDER, who acknowledged to me that he signed and delivered the above and foregoing MUTUAL EASEMENT FOR DRIVEWAY on the day and year therein mentioned, as and for his free and voluntary act and deed and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of November, 1993.

Victoria B. Griffith
NOTARY PUBLIC



My Commission Expires:

12-18-94

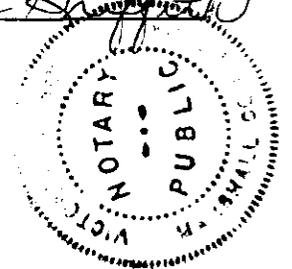
STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named, DR. ELTON L. HARRIS, who acknowledged to me that he signed and delivered the above and foregoing MUTUAL EASEMENT FOR DRIVEWAY on the day and year therein mentioned, as and for his free and voluntary act and deed and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of November, 1993.

Victoria B. Shifflett
NOTARY PUBLIC



My Commission Expires:

12-18-94

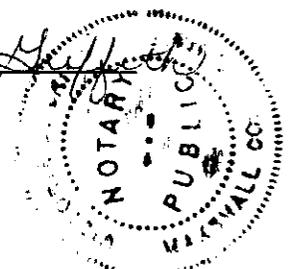
STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority in and for the County and State aforesaid, the within named, MARY ANN N. HARRIS, who acknowledged to me that she signed and delivered the above and foregoing MUTUAL EASEMENT FOR DRIVEWAY on the day and year therein mentioned, as and for her free and voluntary act and deed and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 17th day of November, 1993.

Victoria B. Shifflett
NOTARY PUBLIC



My Commission Expires:

12-18-94