

**RETURN TO:  
TAYLOR LAW FIRM**

PO. BOX 188  
961 STATELINE RD. W.  
SOUTHAVEN, MS 38671  
(662) 342-1300

6/05/06 11:05:31  
BK 530 PG 410  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

DC  
BC

(15)  
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

**WATERLINE EASEMENT**

FOR IN CONSIDERATION of the herein named **ZANE GREY MURPHY and wife, CATHERINE JOYNER MURPHY** making a gift to Belmont Water Association, Inc., and other valuable consideration, the receipt of all which is hereby acknowledged, We, **ZANE GREY MURPHY and wife, CATHERINE JOYNER MURPHY**, Grantors, do hereby convey and warrant unto Belmont Water Association, Inc., Grantee, a 10.00 foot wide perpetual easement with the right to install, lay and thereafter use, operate, repair, maintain, replace and remove water mains, lines, 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 area granted, on, over, and across the following described property in DeSoto County, Mississippi:

**Two (2) strips of land 10 feet in width, lying 5 feet on either side of the water service lines as installed perpendicular to the east line of McCracken Road, and extending from said east line to Grantor's existing water meters (2), said strips of land being located in the Southwest Quarter (SW 1/4) of Section 5, Township 4 South, Range 7 West, DeSoto County, Mississippi.**

Grantors 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 Grantors desire no compensation to donate the above described water line easement to Belmont Water Association, Inc., and Grantors specifically waive any and all claims for damages or any claims for damages or any claims whatsoever. Grantors 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 Grantors by reason for the installation 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 Grantors do covenant that they are the owners of the above mentioned land.

WITNESS OUR SIGNATURES ON THIS THE 5<sup>th</sup> DAY OF May, 2006

Zane Grey Murphy  
Zane Grey Murphy

Catherine Joyner Murphy  
Catherine Joyner Murphy

Taylor

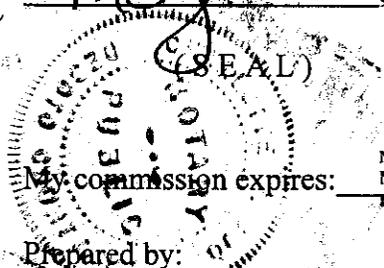
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STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority at law, in and for the State and County aforesaid, the within named ZANE GREY MURPHY and wife, CATHERINE JOYNER MURPHY who acknowledged that they signed and delivered the above and foregoing Easement on the day and year therein mentioned, as their free act and deed and for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of May, 2006



Charlotte M. Cook  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE  
MY COMMISSION EXPIRES: Oct 19, 2007  
BONDED TO THE NOTARY PUBLIC UNDERWRITERS

My commission expires: \_\_\_\_\_

Prepared by:  
Taylor, Jones & Alexander, Ltd.  
P. O. Box 188  
Southaven, Ms. 38671  
662-342-1300