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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

**RETURN TO:
TAYLOR LAW FIRM**

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

STATE OF MISSISSIPPI
COUNTY OF DESOTO

WATERLINE EASEMENT

FOR IN CONSIDERATION of the herein named **BESS FEINSTEIN** making a gift to Belmont Water Association, Inc., and other valuable consideration, the receipt of all which is hereby acknowledged, I, **BESS FEINSTEIN**, Grantor, does 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:

A strip of land 10 feet in width, lying 5 feet on either side of the water distribution line as installed along the south line of Ranch Road, the centerline of said strip being located at a maximum distance of 58 feet from the centerline of said road; said strip of land commences at a point located near the Grantor's east property line located approximately 2,030 feet west of the intersection of Ranch Road and Cloud Road as measured along Ranch Road, and extends for approximately 2,570 feet to the Grantor's west property line; said strip of land being located in the Northeast Quarter (NE 1/4) of Section 2, Township 4 South, Range 8 West, DeSoto County, Mississippi.

Grantor herein acknowledge that she has been fully advised and understand that she is entitled to receive just compensation based upon an appraisal of this property for this conveyance and for damages, if any, but Grantor desires no compensation to donate the above described water line easement to Belmont Water Association, Inc., and Grantor specifically waives any and all claims for damages or any claims for damages or any claims whatsoever. Grantor specifically understands that she has the right to request that a fair market value appraisal of the property be made, and she hereby waives that right.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor 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 Grantor does covenant that she is the owner of the above mentioned land.

WITNESS MY SIGNATURE ON THIS THE 2 DAY OF May, 2005.

BESS FEINSTEIN
POA
BESS FEINSTEIN
BESS FEINSTEIN

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 BESS FEINSTEIN who acknowledged that she signed and delivered the above and foregoing Easement on the day and year therein mentioned, as her free act and deed and for the purpose therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2 day of May, 2005.

(SEAL)

Gayle G. Faulkner
NOTARY PUBLIC

My commission expires: 2-12-06

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

