

**AGREEMENT TO SHARE WATER WELL WITH RIGHT-OF-WAY EASEMENT FOR
WATER USAGE**

This Agreement made and entered into this the 20th day of February, 2009, by and between SADIE HANNA, herein called "First Party" and FRANK L. ACREE AND WIFE, CONNIE S. ACREE, herein called "Second Party".

WHEREAS, Second Party is the owner of a 5.3 acre tract of land located in the Southeast Quarter of Section 30, Township 3 South, Range 5 West, DeSoto County, Mississippi, said property having been purchased from First Party as evidenced by Warranty Deed recorded in Deed Book 545, Page 375, in the office of the Chancery Clerk of DeSoto County, Mississippi;

AND, WHEREAS, First Party is the owner of real property which adjoins the said 5.3 acre tract owned by Second Party;

AND, there is located on First Party's real estate a water well which is used for water service by both First Party and Second Party;

AND, WHEREAS, both parties have agreed to share in the use of the said water well located on First Party's real property;

AND, WHEREAS, both parties have agreed to reduce their agreement to writing and formalize their agreement and bind their successors' interests as well;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties do hereby agree as follows;

- 1) That First Party and Second Party each acknowledge and agree that there is a water well located on First Party's real property which is used to serve water to both parties on their respective real properties.
- 2) It is agreed by each of the undersigned that the use of the water well located on First Party's real property may continue to be used by both parties without interference and with the further understanding neither party is relinquishing any interest or right in their respective properties

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except that second party shall have an easement over such portion of First Party's real property as is necessary to access the said water well located on First Party's real property.

- 3) The parties agree that First Party shall be responsible for maintenance of said well.
- 4) The parties agree that Second Party shall be responsible for any electric utilities necessary for the operation of the said water well.
- 5) The parties further agree that should water service become available to provide water to Second Party's said real property through a municipality or a public or private association or company, then, in that event, Second Party or their successors and/or assigns shall be required within a reasonable time to connect to, at Second Party's, their successors and/or assigns, sole expense, to such municipal, private or public water provider and relinquish any and all rights to use the water well located on First Party's real property.
- 6) This agreement shall inure to the benefit of First Party and Second Party and to their successors and assigns.

WITNESS the signatures of the parties the day and date first above written.

Sadie Hanna
SADIE HANNA
First Party

Address: *509 Ridgeview Dr S.*
Phone #: *662-449-7008*

Frank L. Acree
FRANK L. ACREE
Second Party

Address: 4005 Red Banks Rd., Byhalia, MS 38611
Phone #: 662/838-3672

Connie S. Acree
CONNIE S. ACREE,
Second Party

Address and Phone # same as above.

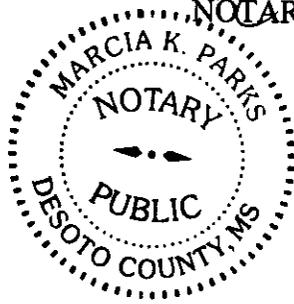
STATE OF MISSISSIPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the above named SADIE HANNA who acknowledged that she signed and delivered the above and foregoing AGREEMENT TO SHARE WATER WELL WITH RIGHT-OF-WAY EASEMENT FOR WATER USAGE on the day and date therein written and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 20th day of February, 2009.

Marcia K. Parks
NOTARY PUBLIC

My Commission Expires:
4/4/2010



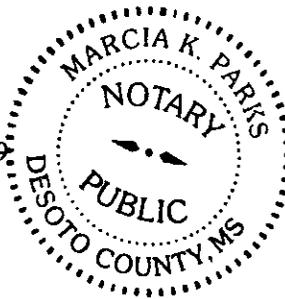
STATE OF MISSISSIPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the above named FRANK L. ACREE AND CONNIE S. ACREE who acknowledged that they signed and delivered the above and foregoing AGREEMENT TO SHARE WATER WELL WITH RIGHT-OF-WAY EASEMENT FOR WATER USAGE on the day and date therein written and for the purposes therein expressed.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 20th day of February, 2009.

Marcia K. Parks
NOTARY PUBLIC

My Commission Expires:
4/4/2010



Prepared by: James W. Amos, Attorney- MSB #1559
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