

STATE OF MISSISSIPPI

COUNTY OF DESOTO

WATERLINE EASEMENT

FOR IN CONSIDERATION of the herein named **WILLIAM K. SAMPLES and wife, MARIE SAMPLES**, making a gift to Belmont Water Association, Inc., and other valuable consideration, the receipt of all which is hereby acknowledged, We, WILLIAM K. SAMPLES and wife, MARIE SAMPLES, 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:

A strip of land 10 feet in width, lying 5 feet on either side of the water distribution line as installed along the east line of McCracken Road, the centerline of said strip being located at a maximum distance of 50 feet from centerline of McCracken Road; said strip of land commences at a point on the Grantor's north property line located approximately 370 feet south of the intersection of Vinson Road and McCracken Road as measured along McCracken Road, and extends for approximately 200 feet to the Grantor's south property line; said strip of land being located in the Northwest Quarter (NW ¼) of Section 29, Township 3 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 desires no compensation to donate the above described water line easement to Belmont Water Association, Inc., and Grantors specifically waives 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.

Belmont

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WITNESS OUR SIGNATURE ON THIS THE 16 DAY OF Nov., 20 09

William Samples

WILLIAM K. SAMPLES

MARIE SAMPLES

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 William K Samples and wife, _____, who acknowledge 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 16th day of NOVEMBER, 20 09

(SEAL)

Charlotte Cook

NOTARY PUBLIC



My commission expires: _____

Prepared By / Return To:
Belmont Water Association, Inc.
P.O. Box 156
Hernando, MS 38632
662-429-4096