

EASEMENT FOR RIGHT-OF-WAY

STATE OF MISSISSIPPI §
 §
COUNTY OF DESOTO §

KNOW ALL MEN BY THESE PRESENTS:

THAT, N. B. HUNT, of 2400 Thanksgiving Tower, 1601 Elm Street, Dallas, Dallas County, Texas 75201, hereinafter referred to as "Grantor", for and in consideration of the sum of ONE DOLLAR (\$1.00) cash and other good and valuable consideration, paid to said Grantor by DESOTO COUNTY BOARD OF SUPERVISORS, DeSoto County, Mississippi, its successors and assigns, hereinafter referred to as "Grantee", subject to all terms, conditions and provisions herein contained does hereby give, grant, and convey an easement and right-of-way for the sole and only purpose of constructing, operating, repairing and maintaining one roadway to be completed no later than January 1, 1985, in, upon and across property of Grantor lying in DeSoto County, Mississippi, more specifically described on Exhibit "A" which is attached hereto and made a part hereof.

Grantor does further grant to Grantee the right of ingress and agrees to enter the lands of Grantor only insofar as Grantee shall use the single most direct feasible route to the roadway by existing roads, so as not to interfere with Grantor's farming and ranching operations and to utilize existing roads and gates in the exercise of the rights of ingress and egress herein granted.

Grantee shall have the right to remove trees and brush located upon the roadway which will interfere with Grantee's construction and maintenance of the roadway. Grantee, its heirs, successors and assigns, are specifically restricted from building or causing or permitting to be built any building, gates, or other structures above ground upon the right-of-way herein described.

This easement is granted upon the condition, and Grantee, for and on behalf of its heirs, successors and assigns, specifically agrees that Grantee will at all times, during and after any work performed in connection with the construction, reconstruction, relocation or repair of the said roadway, restore and repair the said premises and appurtenances of Grantor, including any lands, roads, structures, fences, pastures, livestock grains, growing or planted crops, terraces, contours, streams, ponds or drainage

ditches (which shall remain open no longer than 24 hours at any time), now or hereafter located on the above-described property to the condition in which same were found before such work was undertaken.

This grant of right-of-way and easement is made without Warranty, Express or Implied.

This grant of easement is for right-of-way purposes only, and this instrument does not convey any other interests or rights in said land or in any oil, gas, gravel, or other minerals or water rights therein, thereunder or thereon. This grant of easement is subject to any prior easements, rights-of-way or encumbrances of record.

In the event the roadway is not completed by January 1, 1985, as set forth in paragraph 1 hereinabove, then this easement shall be null and void.

The rights and privileges herein granted may not be assigned or transferred in whole or in part without the prior approval and written consent of Grantor.

Grantee agrees that it, its heirs, successors, and assigns, shall defend, save, and hold harmless, Grantor, its successors, and assigns, free from any and all costs, expenses, damages, or liabilities which may arise from constructing, operating, repairing, maintaining or removing said roadway.

Grantor fully understands that he is entitled to be duly compensated for the property herein conveyed, but he has elected to donate the same to the county for the nominal consideration recited above.

TO HAVE AND TO HOLD the rights herein granted unto the Grantee for so long and only so long as the above-described easement shall be used for the purposes herein set forth and in accordance with the provisions hereof; and when said premises shall cease to be used for such purposes as set forth herein, or becomes unnecessary for public use, a Release of Easement shall be provided to Grantor by Grantee within thirty (30) days of such cessation, and said premises shall absolutely revert, without suit or re-entry to Grantor, his heirs, successors and assigns, and no act or omission on the

part of the Grantor shall be a waiver of the operation or enforcement of such condition.

IN WITNESS WHEREOF, Grantor has hereunto set his hand this 23rd day of November, 1983.

GRANTOR:

N. B. HUNT
[Signature]

DESOTO COUNTY BOARD OF SUPERVISORS

By: *[Signature]*

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared N. B. HUNT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 23rd day of November, 1983.

JO GILMORE, Notary Public
My Commission Expires 11-20-84

[Signature]
Notary Public
STATE OF TEXAS

My Commission Expires:

STATE OF MISSISSIPPI §
 §
COUNTY OF DESOTO §

BEFORE ME, a Notary Public in and for the State of Mississippi, on this day personally appeared *[Signature]*, of DeSoto County Board of Supervisors, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 4th day of April, 1983.

TERESA TEEB...
Notary Public
My Commission Expires: 10-5-85

[Signature]
Notary Public
STATE OF MISSISSIPPI

EXHIBIT "A"

Attached to and made a part of that certain EASEMENT FOR RIGHT-OF-WAY, DeSoto County, Mississippi, between N. B. HUNT, Grantor and DESOTO COUNTY BOARD OF SUPERVISORS, Grantee, dated November 23, 1983.

Part of Sections 3, 4, & 10, Township 2 South, Range 9 West, and being a strip of land 40 feet left and right of the center of DELTA VIEW ROAD, more particularly described as follows:

An 80 foot strip being 40 feet either side of the centerline of Delta View Road, said centerline being described as BEGINNING at the intersection of Delta View Road and Nail Road near the northeast corner of Section 4, Township 2S-R9W; thence southwardly along the centerline of Delta View Road to its intersection with Austin Road near the southeast corner of Section 10, T2S-R9W.

A 10 foot easement is granted beyond this right-of-way for use in sloping the fill or cut of said road where necessary.

Filed @ 4:00 PM, April 6, 1984
Recorded in Book 170 Page 100
H. G. Ferguson, Clerk