

RIGHT-OF-WAY-DEED

STATE OF MISSISSIPPI

COUNTY OF DESOTO

For and in consideration of the sum of One and no/100 Dollars (\$1.00), paid, the receipt of which is hereby acknowledged, I(We), W.S. Jordan

do hereby sell, convey and warrant unto THE CITY OF HORN LAKE, MISSISSIPPI, and is assigns, a right-of-way and easement for the location, construction, reconstruction, operation and maintenance of sewer and waste systems and all other equipment, structures, material and appliances, now or hereafter used, useful or desired in connection therewith, over, across, under and on that land in the City of Horn lake, County of DeSoto, State of Mississippi, described as follows:

A permanent easement 10 feet wide being 5 feet north of and 5 feet south of the below described sewer line and a temporary construction easement 30 feet wide being 20 feet north of and 10 feet south of said below described sewer line:

Part of the southeast quarter of Section 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, and more particularly described as follows, to-wit:

Commencing at the intersection of the east right-of-way line of the Illinois Central Gulf Railroad and the north right-of-way line of Goodman Road; thence run East a distance of 765 feet to the southwest corner of the W.S. Jordan property as recorded in Deed Book 39 on page 507 of the chancery records of said county; thence run North a distance 8 feet along the west line of said Jordan property to a point on the centerline of a sewer line, said point being the Point of Beginning; thence run North 89 degrees 49' 13" East a distance of 200 feet along said sewer centerline to a sewer manhole; thence run North 84 degrees 19' 08" East a distance of 400 feet along said sewer line to Manhole 6S of the Horn Lake Creek Basin Interceptor Sewer and east end of said easement. Said permanent easement contains 0.14 acres, more or less. Said temporary easement contains 0.30 acres, more or less.

LESS and EXCEPT:

That portion of the above described area lying south of the north right-of-way line of Goodman Road.

together with the right of ingress and egress to and from said right-of-way across the adjoining land of the Grantor(s), the passage of vehicles and equipment upon said right-of-way and the right to install and maintain lift stations and any appurtenances thereto beyond the limits of said right-of-way.

Grantee shall have the full right without further compensation to clear the demised area of all obstructions.

Grantor(s) covenant that he(they) will not construct or permit the construction of any house, barn or other structures or hazards on said right-of-way.

It is understood that Grantor(s) shall have, at all times, the right to use said right-of-way for lawful purposes provided it does not interfere with the rights herein created in Grantee, and that Grantee will not enclose said right-of-way, and Grantor(s) will use the best efforts to protect Grantee's property on the right-of-way.

WITNESS my/our signature(s), this the 22 day of January, 1985.

\_\_\_\_\_  
GRANTOR

W. S. Jordan  
GRANTOR

GRANTOR

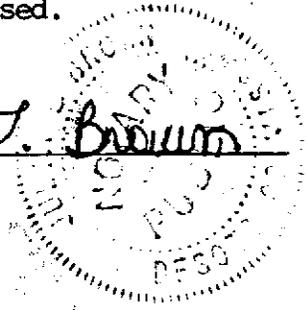
BY: owner TITLE

STATE OF MS  
COUNTY OF Desoto

Personally, appeared before me the undersigned authority in and for the jurisdiction aforesaid, the within named W. S. Jordan, who acknowledge that he, she, they, executed and delivered the above and foregoing Right-of-Way Deed as his, her, their, free and voluntary act and deed on the day and date therein and for the purposes therein expressed.

My Commission Expires:  
\_\_\_\_\_

June J. Brown  
NOTARY PUBLIC



STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, \_\_\_\_\_, (TITLE), of \_\_\_\_\_, a \_\_\_\_\_ Corporation, who acknowledged that for and on behalf of \_\_\_\_\_, (s)he executed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as its act and deed, he(r) being first duly authorized so to do.

GIVEN under my hand and official seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 1985.

My Commission Expires:  
\_\_\_\_\_

NOTARY PUBLIC

Grantor's Address:

Grantee's Address: 2285 Goodman Road, Horn Lake, MS 38637

Filed @ 11:00 AM Dec 18, 1986  
Recorded in book 190 Page 205  
H. G. Ferguson, Chancery Clerk