

TEMPORARY CONSTRUCTION EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged,

OTTIE RAY COSSEY and wife, CLAUDINE HUGHES COSSEY Grantor(s), do(es) hereby grant and convey to THE CITY OF SOUTHAVEN, a Municipal Corporation, State of Mississippi its assigns or successors in title, a temporary construction easement being described as follows:

"A 15-foot wide temporary construction easement adjoining and lying south of the permanent 10-foot permanent easement containing 0.10 acres, more or less."

The above temporary easement is across the following described premises, belonging to the said Grantor(s) for the purpose of improvements of the drainage facilities of said property situated in DeSoto County, State of Mississippi, to-wit:

Beginning at the northwest corner of Section 32; Township 1 South; Range 7 West; thence east 1514.3 feet along the centerline of Goodman Road to a point; thence south 40 ft. to a point in the right of way of Goodman Road and the northwest corner of the Knox 40 acre tract, said point being the point of beginning of the following lot; thence south 1° 49' west 415.0 feet to a point; thence north 87° 01' west 250.3 feet to a point in the east right of way of a proposed street in the Knox tract; thence north 1° 49' east 390.0 feet to a point at the beginning of a 25 foot radius in the right of way for the proposed street; thence 39.25 feet along the radius line to a point in the south right of way of Goodman Road; thence south 87° 01' east 225.3 feet along said right of way to the point of beginning and containing 2.37 acres more or less. All bearings are magnetic.

The said Grantee, its successors and assigns or any person, corporation or utility so authorized by it, shall have free ingress and egress in, from, and over said easement, walks, cross walks, and paths for the purpose of said construction and said Grantee or its contractor request the right to remove any vegetation, fences, trees or any other obstruction to construction site. The City or its contractor will not be responsible for replacing fences.

The temporary easement on the premises being granted hereby shall not affect the Grantor's right to the use of the property and the Grantee shall hold harmless the Grantor(s) from any liability with reference to any injury that might occur while the Grantee or its contractor are in construction of said improvements on the property and shall indemnify the Grantor(s) from all liability for injury to any party or person or damage that shall result from, arise out of, or be attributed to any maintenance or repair or construction undertaken pursuant to Easement.

This temporary easement shall terminate upon finalization of the completion of said construction.

The signed Grantor(s) hereby warrant the above described temporary easement and the right unto the said grantee, its successors and assigns against the lawful claims for demand of any or all persons claiming by, through or under the undersigned.

EXECUTED and delivered this 30 day of Jan, 1986.

OTTIE RAY COSSEY
OTTIE RAY COSSEY

CLAUDINE HUGHES COSSEY
CLAUDINE HUGHES COSSEY

484
STATE OF MISSISSIPPI

COUNTY OF DE SOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named OTTIE RAY COSSEY and wife, CLAUDINE HUGHES COSSEY

who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office this 30 day of January, 1986.

Marlene Spruiell
Notary Public



My Commission Expires
MY COMMISSION EXPIRES FEB. 16, 1987

Filed @ 11:30A M 9 MAR, 1987
Recorded in book 190 Page 483
H. G. [unclear], Chancery Clerk