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CHARLIE L. EPPERSON, JR.
GRANTOR

TO

D E E D O F E A S E M E N T

CLIFTON A. SCRUGGS, ET UX
GRANTEES

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and the additional consideration of the conveyance this date of the hereinafter-described property by Grantees to Grantor, the receipt and sufficiency of all which is hereby acknowledged, Charlie L. Epperson, Jr. does hereby grant and convey unto Clifton A. Scruggs and wife, Audrey F. Scruggs, the right, privilege and easement to temporarily use that certain existing water line running in a Westerly direction across the following described property:

A 7.5 acre lot as part of the Scruggs Tract in part of the Southeast quarter of Section 27, Township 3 South, Range 7 West, DeSoto County, Mississippi.

Beginning at the southeast corner of Section 27, Township 3 South, Range 7 West, said point being the southeast corner of the Scruggs tract; thence north 88 degrees 57 minutes west 459.92 feet along the south line of said Section to a point; thence north 1 degree 32 minutes east 715.48 feet to a point in the south line of the Flynn tract; thence south 88 degrees 07 minutes east 459.92 feet to the southeast corner of the Flynn lot and a point in the east line of said section; thence south 1 degree 32 minutes west 708.79 feet to the point of beginning and containing 7.5 acres more or less. This lot is subject to any right of way for the existing County roads.

This grant of temporary easement shall expire on the 23rd day of November, 1991, unless expressly terminated prior thereto, by the Grantor. Grantor expressly reserves the right to terminate said easement at any time upon giving notice to the then record owner of the adjoining property served by said easement, said notice to be by certified mail to the last known address of said record owner. From the date of execution hereof until the 23rd day of November, 1988, Grantor shall give Grantees six (6) months notice of his intention to terminate said easement. From November 24, 1986 to November 23, 1990, Grantor shall give Grantees three (3) months notice and from November 24, 1990 to November 23, 1991, Grantor shall give two (2) months notice.

Grantees, for themselves, their heirs and assigns, hereby covenant with Grantor, his heirs, and assigns, that Grantees shall at all times during the term of said easement, at their own cost and expenses, repair and maintain in proper, substantial and workmanlike manner, the herein-conveyed easement. Grantees hereby agree to indemnify Grantor against all liability for injury to himself or damage to his property when such injury or damage shall result from, arise out of, or be attributable to any maintenance or repair undertaken pursuant to this agreement. Grantees further specifically acknowledge the permissive nature of the easement herein-conveyed and agree to hold Grantor harmless from and against all claims, damages, losses and expenses arising out of the existence and/or operation of said easement, including any claims, damages, losses or expenses caused in whole or in part by Grantor's negligent act or omission.

The easement described herein is to and shall run with the land, and shall be for the benefit and use of the record owner(s) of the adjacent property served by said easement, their heirs, successors and assigns.

This the 24th day of November, 1986.

Charlie L. Epperson, Jr.
CHARLIE L. EPPERSON, JR.,
GRANTOR

Clifton A. Scruggs
CLIFTON A. SCRUGGS, GRANTEE

Audrey F. Scruggs
AUDREY F. SCRUGGS, GRANTEE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me the undersigned authority, in and for said County and State, the within named Charlie L. Epperson, Jr., who acknowledged that he signed and delivered the above and foregoing Deed of Easement on the day and date therein mentioned as his free and voluntary act and deed and for the purpose therein expressed.

Given under my hand and official seal of office, this the 24th day of November, 1986.

Ann Coleman
NOTARY PUBLIC

My Commission Expires:

December 10, 1988

GRANTOR'S ADDRESS: 1610 Lambert Cove, Hernando, Mississippi 38632
GRANTEES' ADDRESS: 3840 Cleveland Road, Hernando, Mississippi 38632

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me the undersigned authority, in and for said County and State, the within named Clifton A. Scruggs and wife, Audrey F. Scruggs, who acknowledged that they executed the above and foregoing Deed of Easement on the day and date therein mentioned as their free and voluntary act and deed and for the purpose therein expressed.

Given under my hand and official seal of office, this the 24th day of November, 1986.

Ann Coleman
NOTARY PUBLIC

My Commission Expires:

December 10, 1988

Filed @ 3:30 P. M. Nov. 25, 1986
Recorded in book 91 Page 644
H. G. Ferguson, Chancery Clerk