

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,

CHARLES P. LIVINGSTON AND WIFE ( 1898 Mississippi Valley Boulevard ) Grantors, do hereby grant and convey to the CITY OF SOUTHAVEN, Grantee, a Municipal Corporation of the State of Mississippi and its successors in title a temporary construction easement being thirty (30) feet wide along the north property line of the following described premises, belonging to the said Grantors for the purpose of drainage improvements to the said property situated in Desoto County, Mississippi, namely:

Lot 616 , Section "C", Southaven Subdivision, Section 23, Township 1 South, Range 8 West as shown on plat of record in Plat Book 2, Pages 19-22 in the Office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

The said Grantee and its successors in title or any person, corporation, or utility authorized by it shall have the right of entry and departure in, from, and over said easement, walks, crosswalks, and paths for the purpose of said construction. Said Grantee or its contractor shall have the right to remove only that vegetation, fence, or other obstruction he deems necessary within the temporary construction easement. The contractor will erect a new fence on the rear property line when the project is completed. The City or its contractor will not be responsible for replacing sideyard fences it takes down within the easement. The contractor will be responsible for all work done for a period of one year.

The temporary easement on the premises being hereby granted shall not affect the Grantors' right to the use of the property. The Grantors will not be held liable for any injury that might occur while the Grantee or its contractor is in construction of said improvements on the property. The Grantee shall also secure against 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 in carrying out the easement. Any damage done to permanent or portable buildings and their accessories by the contractor during construction will be corrected by him. This temporary construction easement shall terminate upon completion of said construction.

The undersigned Grantors hereby authorize the above described temporary easement and the right unto the said Grantee and its successors against the lawful claims for demand of any or all persons claiming by, through, or under the undersigned.

Executed and delivered this 16 day of July, 1987

Charles P. Livingston  
CHARLES P. LIVINGSTON

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

GIVEN under my hand and official seal of Desoto County, Mississippi, this 16 day of July, 1987.

Filed @ 11:00A M. 21 Sept. 1987  
Recorded in book 198 Page 715  
H. G. Ferguson, Chancery Clerk

Notary Seal: DESOTO COUNTY, MISSISSIPPI  
H. G. Ferguson  
Notary Public

My Commission Expires: