

009-0-00-T

Do not record above this line

TEMPORARY EASEMENT

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of TWO HUNDRED FIFTY AND
00/100 Dollars (\$250.00)

the receipt and sufficiency of which is hereby acknowledged, I/or we, the undersigned hereby grant, sell, convey and warrant unto the State Highway Commission of Mississippi for public improvements, grading, sodding, and other construction purposes on Federal Aid Project No. 54-0055-04-053-10, a temporary easement through, over, on and across the following described land:

Begin at the point of intersection of the West line of grantors' property with the centerline of Southwest access road, said point of beginning is 321.5 feet South of and 3499.1 feet West of the Northeast corner of Section 36, Township 1 South, Range 8 West as shown on the plans for Federal Aid Project No. 54-0055-04-053-10; from said point of beginning run thence North 00° 55' East along said West property line, a distance of 54.8 feet; thence run South 89° 05' East, a distance of 25.0 feet; thence run South 00° 55' West, a distance of 94.8 feet; thence run North 89° 05' West, a distance of 25.0 feet to the West line of grantors' property; thence run North 00° 55' East along said West property line, a distance of 40.0 feet to the point of beginning, containing 0.05 acres, more or less, and being situated in the Northeast 1/4 of the Northwest 1/4 of Section 36, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise use for construction purposes

the above described land only so long as is necessary to complete the construction of said Project No. 54-0055-04-053-10, in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change by the Federal Highway Administration. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness OUR signatures the 12th Day of MAY, A.D.,
19 88.

- 1. x Ray Westmoreland PASTOR
- 2. Billy L. Bowling TRUSTEE
- 3. William H. Pittman TRUSTEE

Grantee Address:	Grantor Address:
Mississippi State Highway Department	1. 594 Dreger Rd., Memphis, Tn. 38109
P. O. Box 1850	2. 5490 Haleville, Memphis, Tn. 38116
Jackson, Mississippi 39215-1850	3. 4505 Cinderella Dr., Memphis, Tn. 38109
Phone Number: (601) 359-1919	Phone Number: 1. 901/398-3874
Account No. 54-0055-04-053-10	2. 901/346-0102
	3. 901/789-1840

STATE OF MISSISSIPPI

County of DeSoto

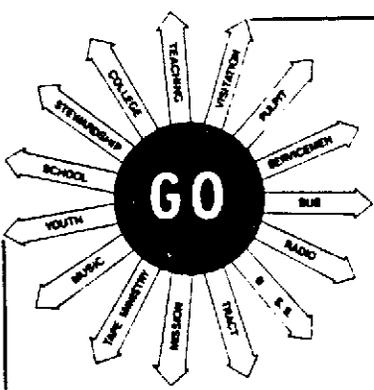
This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named Ray Westmoreland Billy L. Bowling and William H. Pittman and wife who acknowledged that they signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal this the 12th day of May, A. D., 1988.



Margaret P. Bloodworth
Notary Public TITLE

My commission expires December 18, 1991.



Bethel Baptist Church

4655 Apple Cove — Memphis, Tennessee 38109

Dr. Roy Westmoreland, Pastor
 Dr. Ron Westmoreland, Co-Pastor
 901/785-6390

"A Going Church With Many Ministries"

5-11-88 Project# 54-0055-04-00 W/T
 Parcel;# 009-0-00-W/T

Be it resolved that we, the Bethel Baptist Church of Memphis, accept the state of Mississippi offer to purchase our Goodman Road and I 55 property (2.30 acres).

Dr. Roy Westmoreland, Billy Boling and William Pittman are hereby given authority to sign deed, contracts and all necessary papers on behalf of Bethel Baptist Church.

Motion made and unanimously passed by the 95 members present on May 11, 1988 to accept this resolution as read.

Moderator Roy Westmoreland
 Pastor

Billy Boling
 Billy Boling - Trustee

William Pittman
 William Pittman - Trustee

Sworn to and subscribed to me this the 12th Day of May, 1988.

Margaret P. Bloodworth
 Notary

My Commission Expires December 18, 1991.

Filed @ 10:40 A.M. 24 May, 1988
 Recorded in Book 204 page 514
 W. E. Davis, Chancery Clerk

"Home of Bethel Baptist Schools and Tri-State Baptist College"