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J. Weldon Granger

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018-0-04-T

Do not record above this line

TEMPORARY EASEMENT

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of One Hundred Fifty and  
-----00 /100 Dollars (\$150.00 )

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 State Project No. 79-0021-01-005-10, a temporary easement through, over, on and across the following described land:

Begin at a point that is 80 feet Northerly of and perpendicular to the centerline of survey of State Project No. 79-0021-01-005-10 at Station 335 + 75; from said point of beginning run thence North 00° 06' West, a distance of 15.0 feet; thence run North 89° 54' East to an East line of grantors property, a distance of 27.5 feet; thence run South along said East line of grantors property, a distance of 15.0 feet; thence run South 89° 54' West, a distance of 27.4 feet to the point of beginning, containing 0.01 acres, more or less, and being situated in and a part of Lot 10, Section "B" (First Revision) Dancy - Horn Lake commercial Subdivision of the Southeast 1/4 of the Southwest 1/4 of Section 27, Township 1 South, Range 8 West in the 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. 79-0021-01-005-10, 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

J. Weldon Granger

018-0-04-T  
Page 2

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 my signature the 6 Day of January, A.D., 19 92.

*J. Weldon Granger*

**Grantee Address:**  
Mississippi State Highway Department  
P. O. Box 1850  
Jackson, Mississippi 39215-1850  
Phone Number: (601) 359-1919  
Account No. 79-0021-01-005-10

**Grantor Address:**  
WELDON GRANGER  
P.O. Box 4340  
HOUSTON, TEXAS, 77210  
Phone Number: 713-681-2288  
Business Number: 713-668-0230

J. Weldon Granger

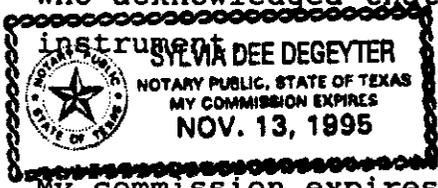
018-0-04-T

Page 4

STATE OF Texas  
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6<sup>th</sup> day of January, 1992, within my jurisdiction, the within named J. Weldon Granger

who acknowledged that (he)(she)(they) executed the above and foregoing



Sylvia Dee Degeyter (NOTARY PUBLIC)

My commission expires:

11-13-95

(SEAL)

STATE MS. - DESOTO CO. <sup>6-</sup>  
FILED  
FEB 13 10 47 AM '92  
RECORDED 2-18-92  
DEED BOOK 242  
PAGE 396  
W.E. DAVIS CH. CLK.