

TEMPORARY CONSTRUCTION EASEMENT AND RIGHT OF WAY

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, Warner Hodges and Abraham Roffman do hereby grant and convey to Horn Lake Creek Watershed Drainage District, for use by the United States of America, its representatives, agents and contractors, temporary easement and right of way on and over part of the Southeast Quarter of Section 26, Township 1 South, Range 8 West, in DeSoto County, Mississippi, more particularly described as follows:

Beginning at a point in the west line of the Warner Hodges tract, said point being approximately 20 feet north of the south end of the Highway 51 bridge over Horn Lake Creek and being on the south bank of said creek; thence easterly along said creek bank 100 feet to a point; thence south and parallel to the west line of said Hodges tract 40 feet to a point; thence west and parallel to said creek bank 100 feet to a point in said west property line; thence north along said line 40 feet to the point of beginning.

This easement is for construction purposes only, and shall not deprive Grantor's tenant, Conestoga Shrimp and Oyster Bar, of access to his garbage bins or interfere with the pickup of same, or interfere with other business purposes which necessitate the tenant's use of the property for the duration of the easement.

The purpose of this easement is for a work area including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Horn Lake Creek Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures or obstacles within the limits of the right of way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utility, railroads and pipelines.

This easement is for a period not to exceed three years, beginning with the date possession of the land is granted to the Grantee herein.

The grantors hereby covenants with the grantee that he is lawfully seized in fee of the aforescribed real estate; that he has a good right to convey the same.

WITNESS the signatures of the grantor this the 3rd day of December 1992.

Warner Hodges
Warner Hodges
Abraham Roffman
Abraham Roffman

STATE OF Mississippi :
COUNTY OF DeSoto :

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Warner Hodges and Abraham Roffman, who severally acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 3rd day of December 1992.

W.E. Davis, Chancery Clerk
Notary Public
W. Woodard, D.C.
MISSISSIPPI
DE SOTO COUNTY

My commission expires:
1-2-96

STATE MS.-DESOTO CO. ^{law}
FILED
DEC 3 11 02 AM '92
RECORDED 12-4-92
DEED BOOK 251
PAGE 151
W.E. DAVIS CH.CLK.