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ROW761A

49003012.TA 8-14-96 ds
Wilkins D. Sisk, et ux
Vera D. Sisk
012-0-00-T

STATE MS.-DESOTO CO. FILED
Nov 26 1 57 PM '96

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BK 309 PG 335
W.E. DAVIS CH. CLK.

# TEMPORARY EASEMENT

THE STATE OF MISSISSIPPI

County of DeSoto

For and in consideration of two hundred dollars 00/100 /100 Dollars ($ 200.00 )

the receipt and sufficiency of which is hereby acknowledged, I/or we, the undersigned hereby grant, sell, convey and warrant unto the Mississippi Transportation Commission for public improvements, grading, sodding, and other construction purposes on Federal Aid Project No. 49-9327-00-003-10, a temporary easement through, over, on and across the following described land:

CITY OF SOUTHAVEN, LOT 1, DROKE SUBDIVISION, SECTION A, DESOTO COUNTY, MISSISSIPPI, SECTION 2, T-2-S, R-8-W
PLAT BOOK 1, PAGE 31

PARCEL NO. 1

Begin at a point that is 33.528 meters (110 feet) Southerly of and perpendicular to the centerline of survey of Willard Dr. at Station 8+66 as shown on the plans for Federal Aid Project No. 49-9327-00-003-10 at Highway Survey Station 208+51.72; from said point of beginning run thence South 80° 45′ 58" West along a line that is 33.528 meters (110 feet) Southerly of and parallel with the centerline of said Willard Dr., a distance of 7.315 meters (24.00 feet) to a point that is 33.528 meters (110 feet) Southerly of and perpendicular to the centerline of survey of said Willard Drive at Station 8+90; thence run North 47° 22′ 57" West, a distance of 19.818 meters (65.02 feet); thence run North 72° 31′ 07" East, a distance of 19.760 meters (64.83 feet); thence run South 09° 14′ 02" East, a distance of 18.419 meters (60.43 feet) to the point of beginning, containing 242.811 square meters (2,613.60 square feet) or 0.024 hectares (0.06 acres), more or less, and

PARCEL NO. 2

Begin at the point of intersection of the Northeasterly line of grantors property with the present Southeasterly right-of-way line of Willard Dr. at Station 7+70.720 as shown on the plans for Federal Aid Project No. 49-9327-00-003-10 at highway Survey Station 208+51.72; from said point of beginning run thence South 15° 21′ 28" East along said Northeasterly property line, a distance of 2.771 meters (9.09 feet); thence run North 61° 07′ 48" West, a distance of 3.249 meters (10.66 feet); thence run North 62° 24′ 22" East, a distance of 2.380 meters (7.81 feet) to the point of beginning, containing 40.469 square meters (435.60 square feet) or 0.004 hectares (0.01 acres), more or less.

Parcels No. 1 and 2 contain an aggregate of 283.280 square meters (3,049.20 square feet) or 0.028 hectares (0.07 acres), more or less.

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. 49-9327-00-003-10, 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.

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Witness his signature / the 3 Day of October, A.D., 1996.

Leslie Rankin, witness W. D. Sisk

**Grantee, Prepared by and return to:**
Miss. Department of Transportation
Right of Way Division
P. O. Box 1850
Jackson, Mississippi 39215-1850
Phone Number: (601) 359-7559
Account No. 49-9327-00-003-10

**Grantor Address:**
W. D. Sisk
5558 Hwy 51 N
Horn Lake, MS
38637
Phone Number: 601-393-6681
Business Number: Retired

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In the case of proof of execution of the instrument made by a subscribing witness:

STATE OF MISSISSIPPI
County of Desoto

Personally appeared before me, the undersigned authority, Leslie Rankin, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named W. D. Sisk and ——, whose name is subscribed hereto, sign and deliver the same to the said Mississippi Transportation Commission, a body corporate by statute, that he, this affiant, subscribed his name as witness thereto in the presence of the said W. D. Sisk and —— on the day and year therein mentioned.

Leslie Rankin
Affiant

Sworn to and subscribed before me this the 10 day of Oct, A.D., 1996.

W. E. Davis
Chancery Clerk Title
By: Nusty Taylor Heffner D.C.

(PLACE SEAL HERE)

My commission expires MY COMMISSION EXPIRES JAN. 3, 2000