

INDEXED

0.1315

E A S E M E N T

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, W. T. CLARK, SR., "Grantor" do hereby sell, convey and warrant unto the City of Madison, Mississippi "Grantee" a permanent, perpetual and irrevocable easement and a temporary construction easement, together with perpetual rights of ingress and egress, over and across a parcel of land owned by Grantor for the purpose of installation, construction, operation, maintenance and repair of sanitary sewer lines and appurtenances. The land affected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described in Exhibit "A" attached hereto.

For the same consideration, Grantor and Grantee agree and covenant that the rights granted hereby are subject to the following terms and conditions.

1. Grantee will bear the financial responsibility for repairing and/or rebuilding any damaged or destroyed improvements existing on any of the property which results from or is a consequence of the granting of this easement.
2. Grantee will promptly and properly fill excavations made and return the property to its original grade, contour and condition.
3. If at any time during or subsequent the construction and installation of the facilities described above, erosion, wash or other similar problems occur on the property, Grantee shall restore the property within sixty (60) days of being notified thereof by Grantor. In the event Grantee fails to take corrective action within sixty (60) days of such notification, Grantor shall have the right

to have the corrective work done and Grantee shall be responsible for paying the reasonable costs thereof.

4. The temporary construction easement conveyed herein will commence upon the execution of this instrument and will terminate twelve (12) months therefrom, or upon the completion of the construction on the subject property, whichever first occurs.

5. The present and subsequent owners of the subject property will have full use of the surface thereof, except that no permanent structures may be constructed on the easement.

6. If the surface of the subject property is at any time disturbed due to the maintenance and/or repair of the facilities constructed on the easement, Grantee will restore the property so affected to substantially its condition prior to such work.

7. Grantee will indemnify Grantor for loss and damage, including attorneys fees, which result from the activities conducted on the easement by the Grantee, its employees, agents, and contractors.

8. Grantee will take such action as is necessary to prevent livestock quartered on that portion of Grantor's property affected by the subject easement, from escaping therefrom, and the Grantee will indemnify Grantor for any and all damage which results from livestock escaping when the escape is the fault of the Grantee, its agents, employees or contractors.

9. Grantee shall pay to Grantor the sum of \$1,400.00 for damage to crops resulting from the activities to be performed on the easement granted hereby.

10. Grantor agrees that at all times during the construction to be conducted on the easement property,

Grantee shall be provided with access to and from its property lying south of Hoy Road.

WITNESS MY SIGNATURE, this the 21st day April, 1986.

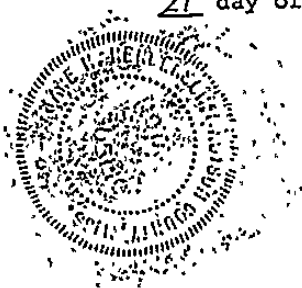
W. T. Clark Sr.
W. T. CLARK, SR.

Dennis Robinson
Witness

STATE OF MISSISSIPPI
COUNTY OF MADISON

.. Personally came and appeared before me,
Dennis Robinson the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named W. T. Clark, Sr., and whose name is subscribed thereto, sign and deliver the same to the City of Madison; and, this affiant, subscribed his name as a witness thereto in the presence of the said W. T. Clark, Sr.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of April, 1986.



Jane H. Henderson
Notary Public
My commission expire: _____

THE COMMISSIONER OF REVENUE

DESCRIPTION OF

EASEMENTS

A utility easement off the north side of that certain property owned by William Theodore Clark, Sr., located in the SW 1/4; Section 9, T7N-R2E, south of Hoy Road, within the City of Madison, Madison County, Mississippi being more particularly described as follows:

BEGIN at the intersection of the west line of Section 9 or the west property line of the above said property and the south R.O.W. of Hoy Road; thence south along said Section 9 for a distance of 25.0 feet, thence Easterly parallel with and 25.0 feet south of said south R.O.W. of Hoy Road to the east line of the NW 1/4; SW 1/4 of said Section 9 or the east property line of the above said property; thence North 25.0 feet to said south R.O.W. of Hoy Road; thence Westerly along said South R.O.W. of Hoy Road back to the POINT OF BEGINNING.

Also a temporary construction easement twenty-five feet in width, along and parallel with the south line of the above described easement.

As shown on plat marked R-1103-11.

Prepared by:

Rutledge and Associated, Inc.
December 23, 1985

R-1103-11

EXHIBIT "A"

ATTACHMENT

FOR AN IN CONSIDERATION of the utility easement granted
to the City of Madison, the City of Madison agrees to waive the
sewer tie-on and sewer tap fees for one four (4) inch tap coming
out of a manhole,
on the described property as shown on the plat marked R-1103-11
a copy of which is attached as Exhibit "A".

Denson Robinson
Denson Robinson
Public Works Director
City of Madison
Madison, Mississippi

SECTION 9
SECTION 9

BOOK 215 PAGE 405

140' TELEPHONE CO.
EASEMENT

10' EASEMENT
(EXIST.) (WATER)
NW 1/4 SW 1/4

15' EASEMENT
(SEWER)

25' TEMPORARY
CONSTRUCTION
EASEMENT

W.T. CLARK, SR.

TO US HWY 51
912' ±

SW 1/4 NW 1/4

ROW 1
ROW 2
HOY ROAD

TO TIDEWATER
2415' ±

I certify that the information on this Plat
is thorough and accurate to the best of
my knowledge.

PLAT OF SURVEY OF
W. T. CLARK, SR. PROPERTY,
SITUATED IN THE W 1/2; SW 1/4;
SECTION 9, T2N-R2E,
CITY OF MADISON, MADISON COUNTY, MISSISSIPPI

RUTLEDGE & ASSOCIATES, INC.

P.O. Box 16469
Jackson, Mississippi 39206

Telephone 601 856-2500

Date: 12/85

Scale: 1"=100'

R-1103-11

EXHIBIT A

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this 13 day of May, 1986, at 1:30 o'clock P.M., and
was duly recorded on the 14 day of May, 1986, Book No 215 on Page 400, in
my office.

Witness my hand and seal of office, this the 14 day of May, 1986.

BILLY V. COOPER, Clerk

By *M. H. Cooper*, D.C.

E A S E M E N T

INDEXED

01316

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, W. T. CLARK, SR., "Grantor" do hereby sell, convey and warrant unto the City of Madison, Mississippi "Grantee" a permanent, perpetual and irrevocable easement and a temporary construction easement, together with perpetual rights of ingress and egress, over and across a parcel of land owned by Grantor for the purpose of installation, construction, operation, maintenance and repair of water distribution lines and appurtenances. The land affected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described in Exhibit "A" attached hereto.

For the same consideration, Grantor and Grantee agree and covenant that the rights granted hereby are subject to the following terms and conditions.

1. Grantee will bear the financial responsibility for repairing and/or rebuilding any damaged or destroyed improvements existing on any of the property which results from or is a consequence of the granting of this easement.

2. Grantee will promptly and properly fill excavations made and return the property to its original grade, contour and condition.

3. If at any time during or subsequent the construction and installation of the facilities described above, erosion, wash or other similar problems occur on the property, Grantee shall restore the property within sixty (60) days of being notified thereof by Grantor. In the event Grantee fails to take corrective action within sixty (60) days of such notification, Grantor shall have the right

to have the corrective work done and Grantee shall be responsible for paying the reasonable costs thereof.

4. The temporary construction easement conveyed herein will commence upon the execution of this instrument and will terminate twelve (12) months therefrom, or upon the completion of the construction on the subject property, whichever first occurs.

5. The present and subsequent owners of the subject property will have full use of the surface thereof, except that no permanent structures may be constructed on the easement.

6. If the surface of the subject property is at any time disturbed due to the maintenance and/or repair of the facilities constructed on the easement, Grantee will restore the property so affected to substantially its condition prior to such work.

7. Grantee will indemnify Grantor for loss and damage, including attorneys fees, which result from the activities conducted on the easement by the Grantee, its employees, agents, and contractors.

8. Grantee will take such action as is necessary to prevent livestock quartered on that portion of Grantor's property affected by the subject easement, from escaping therefrom, and the Grantee will indemnify Grantor for any and all damage which results from livestock escaping when the escape is the fault of the Grantee, its agents, employees or contractors.

9. Grantee shall pay to Grantor the sum of \$1,400.00 for damage to crops resulting from the activities to be performed on the easement granted hereby.

10. Grantor agrees that at all times during the construction to be conducted on the easement property,

Grantee shall be provided with access to and from its property lying south of Hoy Road.

WITNESS MY SIGNATURE, this the 21st day April, 1986.

W. T. Clark, Sr.
W. T. CLARK, SR.

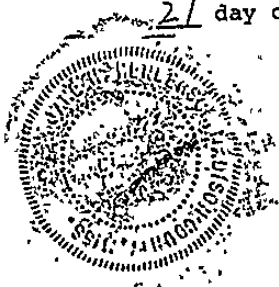
Denson Robinson
Witness

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally came and appeared before me,

Denson Robinson the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named W. T. Clark, Sr., and whose name is subscribed thereto, sign and deliver the same to the City of Madison; and, this affiant, subscribed his name as a witness thereto in the presence of the said W. T. Clark, Sr.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of April, 1986.



Jane H. Henderson
Notary Public
My commission expire: _____

EXPIRES 12-31-1987

Ten foot easement off the south side of that certain property owned by William Theodore Clark, Sr., located in the NE1, Section 8, T7N, R2E, north of Hoy Road in the City of Madison, Madison County, Mississippi, and being more particularly described as follows:

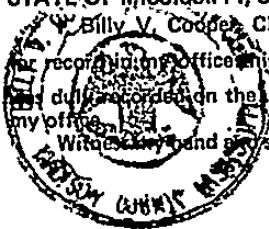
A stip of land ten feet in width, along and parallel to the north right-of-way line of Hoy Road, extending from the west property line of said property, easterly along the north R.O.W. line of Hoy Road for a distance of 207.6 feet, more or less, to the east property line of said property.

Also, a temporary construction easement fifteen feet in width, along and parallel with the north line of the above described easement.

The subject property lies between the "Clark House" site and the west line of the Leroy Hawkins property.

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for recording in my office this 13 day of May, 1986, at 1:30 o'clock P.M., and was duly recorded on the day of MAY 14, 1986, 1986, Book No. 215, on Page 406 in my office.



Witness my hand and seal of office, this the MAY 14, 1986, 1986.

BILLY V. COOPER, Clerk

By M. Doolittle, D.C.

EXHIBIT "A"

E A S E M E N T

0.1317

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, W. T. CLARK, SR., AND KATHERINE GENEVA CLARK "Grantors" do hereby sell, convey and warrant unto the City of Madison, Mississippi "Grantee" a permanent, perpetual and irrevocable easement and a temporary construction easement, together with perpetual rights of ingress and egress, over and across a parcel of land owned by Grantor for the purpose of installation, construction, operation, maintenance and repair of water distribution lines and appurtenances. The land affected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described in Exhibit "A" attached hereto.

For the same consideration, Grantor and Grantee agree and covenant that the rights granted hereby are subject to the following terms and conditions.

1. Grantee will bear the financial responsibility for repairing and/or rebuilding any damaged or destroyed improvements existing on any of the property which results from or is a consequence of the granting of this easement.

2. Grantee will promptly and properly fill excavations made and return the property to its original grade, contour and condition.

3. If at any time during or subsequent the construction and installation of the facilities described above, erosion, wash or other similar problems occur on the property, Grantee shall restore the property within sixty (60) days of being notified thereof by Grantor. In the event Grantee fails to take corrective action within sixty

(60) days of such notification, Grantor shall have the right to have the corrective work done and Grantee shall be responsible for paying the reasonable costs thereof.

4. The temporary construction easement conveyed herein will commence upon the execution of this instrument and will terminate twelve (12) months therefrom, or upon the completion of the construction on the subject property, whichever first occurs.

5. The present and subsequent owners of the subject property will have full use of the surface thereof, except that no permanent structures may be constructed on the easement.

6. If the surface of the subject property is at any time disturbed due to the maintenance and/or repair of the facilities constructed on the easement, Grantee will restore the property so affected to substantially its condition prior to such work.

7. Grantee will indemnify Grantor for loss and damage, including attorneys fees, which result from the activities conducted on the easement by the Grantee, its employees, agents, and contractors.

8. Grantee will take such action as is necessary to prevent livestock quartered on that portion of Grantor's property affected by the subject easement, from escaping therefrom, and the Grantee will indemnify Grantor for any and all damage which results from livestock escaping when the escape is the fault of the Grantee, its agents, employees or contractors.

9. Grantee agrees that all reasonable efforts shall be made to construct the subject water lines in such a way as to avoid and minimize damage to the trees lying within the easement.

WITNESS MY SIGNATURE, this the 21st day April,

1986.

21st Apr. 1986
W. T. CLARK, SR.

(Kathryn) Katherine Geneva Clark
KATHERINE GENEVA CLARK

Dewon Robinson
Witness

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally came and appeared before me,

Dewon Robinson

the subscribing witness to the

foregoing instrument, who, being first duly sworn, deposeth

and said that he saw the within named W. T. Clark, Sr., and

Katherine Geneva Clark whose names are subscribed thereto,

sign and deliver the same to the City of Madison; and, this

affiant, subscribed their names as a witness thereto in the

presence of the said W. T. Clark and Katherine Geneva Clark.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the

21st day of April, 1986.



Jane H. Henderson
Notary Public

My commission expires: _____

By _____

BOOK 215 PAGE 413

Twenty foot easement off the south side of that certain property described in Deed Book 195, Page 591, of the records of Madison County, Mississippi, located in the NW1, Section 9, T7N, R2E, north of Hoy Road, within the City of Madison, being more particularly described as follows:

A strip of land twenty feet in width, along and parallel to the north R.O.W. line of Hoy Road, extending from the west property line of said property, easterly along the north R.O.W. for a distance of 287.4 feet to the east property line of said property. (This is the site on which the Clark family home is located)

Also a temporary construction easement fifteen feet in width, along and parallel with the north line of the above described easement.



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:30 o'clock P.M., and was duly recorded on the 14 day of May, 1986, Book No. 215 on Page 413 in my office.

Witness my hand and seal of office, this the 14 day of May, 1986.

BILLY V. COOPER, Clerk

By *M. J. [Signature]*, D.C.

EXHIBIT "A"

INDEXED

E A S E M E N T

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned, W. T. CLARK, SR., AND W. T. CLARK, JR.

"Grantors" do hereby sell, convey and warrant unto the City of Madison, Mississippi "Grantee" a permanent, perpetual and irrevocable easement and a temporary construction easement, together with perpetual rights of ingress and egress, over and across a parcel of land owned by Grantor for the purpose of installation, construction, operation, maintenance and repair of water distribution lines and appurtenances. The land affected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described in Exhibit "A" attached hereto.

For the same consideration, Grantor and Grantee agree and covenant that the rights granted hereby are subject to the following terms and conditions.

1. Grantee will bear the financial responsibility for repairing and/or rebuilding any damaged or destroyed improvements existing on any of the property which results from or is a consequence of the granting of this easement.

2. Grantee will promptly and properly fill excavations made and return the property to its original grade, contour and condition.

3. If at any time during or subsequent the construction and installation of the facilities described above, erosion, wash or other similar problems occur on the property, Grantee shall restore the property within sixty (60) days of being notified thereof by Grantor. In the event Grantee fails to take corrective action within sixty (60) days of such notification, Grantor shall have the right to have the corrective work done and Grantee shall be responsible for paying the reasonable costs thereof.

4. The temporary construction easement conveyed herein will commence upon the execution of this instrument and will terminate twelve (12) months therefrom, or upon the completion of the construction on the subject property, whichever first occurs.

5. The present and subsequent owners of the subject property will have full use of the surface thereof, except that no permanent structures may be constructed on the easement.

6. If the surface of the subject property is at any time disturbed due to the maintenance and/or repair of the facilities constructed on the easement, Grantee will restore the property so affected to substantially its condition prior to such work.

7. Grantee will indemnify Grantor for loss and damage, including attorneys fees, which result from the activities conducted on the easement by the Grantee, its employees, agents, and contractors.

8. Grantee will take such action as is necessary to prevent livestock quartered on that portion of Grantor's property affected by the subject easement, from escaping therefrom, and the Grantee will indemnify Grantor for any and all damage which results from livestock escaping when the escape is the fault of the Grantee, its agents, employees or contractors.

9. Grantee agrees that all reasonable efforts shall be made to construct the subject water lines in such a way as to avoid and minimize damage to the trees lying within the easement.

WITNESS MY SIGNATURE, this the 21st day April, 1986.

W. T. Clark, Sr.
W. T. CLARK, SR.
W. T. Clark, Jr.
W. T. CLARK, JR.

Dennis Robinson
Witness

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally came and appeared before me,
Dennis Robinson the subscribing witness to the
foregoing instrument, who, being first duly sworn, deposeth
and said that he saw the within named W. T. Clark, Sr., and
W. T. Clark, Jr. whose names are subscribed thereto, sign
and deliver the same to the City of Madison; and, this
affiant, subscribed their names as a witness thereto in the
presence of the said W. T. Clark, Sr. and W. T. Clark, Jr.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the
21 day of April, 1986.



Jane H Henderson
Notary Public

My commission expire: _____

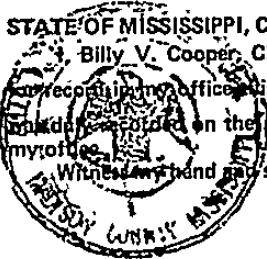
DR TC
 20 foot easement off the south side of that certain property located in the NE1, Section 8, T7N, R2E, north of Hoy Road, in the City of Madison, Madison County, Mississippi, being more particularly described as follows:

DR TC
 A strip of land 20 feet in width along and parallel to the north R.O.W. line of Hoy Road, extending from the east property line of said property, westerly along the north R.O.W. line of Hoy Road to the west property line of said property. (This is the property on which the former home of W. T. Clark, Sr., and W. T. Clark, Jr., is located.)

Also, a temporary construction easement fifteen feet in width, along and parallel with the north line of the above described easement.

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for recording in my office this 13 day of May, 1986, at 1:30 o'clock P. M., and recorded on the 14 day of MAY, 1986, Book No. 215 on Page 417 in my office.



Witness my hand and seal of office, this the 14 day of MAY, 1986.

BILLY V. COOPER, Clerk

By [Signature], D.C.

EXHIBIT "A"

EASEMENT

INDEXED

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned W. T. CLARK, SR., ^{DR} ^{W.T.} "Grantor" do hereby sell, convey and warrant unto the City of Madison, Mississippi "Grantee" a permanent, perpetual and irrevocable easement and a temporary construction easement, together with perpetual rights of ingress and egress, over and across a parcel of land owned by Grantor for the purpose of installation, construction, operation, maintenance and repair of water distribution lines and appurtenances. The land affected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described in Exhibit "A" attached hereto.

For the same consideration, Grantor and Grantee agree and covenant that the rights granted hereby are subject to the following terms and conditions.

1. Grantee will bear the financial responsibility for repairing and/or rebuilding any damaged or destroyed improvements existing on any of the property which results from or is a consequence of the granting of this easement.

2. Grantee will promptly and properly fill excavations made and return the property to its original grade, contour and condition.

3. If at any time during or subsequent the construction and installation of the facilities described above, erosion, wash or other similar problems occur on the property, Grantee shall restore the property within sixty (60) days of being notified thereof by Grantor. In the event Grantee fails to take corrective action within sixty (60) days of such notification, Grantor shall have the right to have the corrective work done and Grantee shall be responsible for paying the reasonable costs thereof.

4. The temporary construction easement conveyed herein will commence upon the execution of this instrument and will terminate twelve (12) months therefrom, or upon the completion of the construction on the subject property, whichever first occurs.

5. The present and subsequent owners of the subject property will have full use of the surface thereof, except that no permanent structures may be constructed on the easement.

6. If the surface of the subject property is at any time disturbed due to the maintenance and/or repair of the facilities constructed on the easement, Grantee will restore the property so affected to substantially its condition prior to such work.

7. Grantee will indemnify Grantor for loss and damage, including attorneys fees, which result from the activities conducted on the easement by the Grantee, its employees, agents, and contractors.

8. Grantee will take such action as is necessary to prevent livestock quartered on that portion of Grantor's property affected by the subject easement, from escaping therefrom, and the Grantee will indemnify Grantor for any and all damage which results from livestock escaping when the escape is the fault of the Grantee, its agents, employees or contractors.

WITNESS MY SIGNATURE, this the 21st day April, 1986.

W. T. Clark, Jr.
W. T. CLARK, JR.

Damon Robinson
Witness

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally came and appeared before me,

Damon Robinson the subscribing witness to the

BOOK 215 PAGE 420

foregoing instrument, who, being first duly sworn, deposes^{DK}
and said that he saw the within named W. T. CLARK, SR.,
whose name is subscribed thereto, sign and deliver the same
to the City of Madison; and, this affiant, subscribed his
name as a witness thereto in the presence of the said W. T.
Clark, SR. DK

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the
21 day of April, 1986.

Jane H Henderson
Notary Public

My commission expire: _____



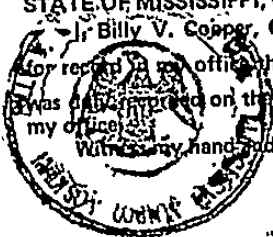
Ten foot utility easement off the south side of that certain property located in the NE1, Section 8, T7N, R2E, north of Hoy Road, in the City of Madison, Madison County, Mississippi, being more particularly described as follows:

A strip of land twenty feet in width along and parallel to the north R.O.W. line of Hoy Road, extending from the east property line of said property, westerly along the north R.O.W. line of Hoy Road to the west property line of said property. (The east property line of the L. H. Cox property).

Also, a temporary construction easement fifteen feet in width, along and parallel with the north line of the above described easement.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:30 o'clock P.M., and was duly recorded on the day of May 14 1986, 1986, Book No. 215, on Page 418 in my office.



Witness my hand and seal of office, this the 13 day of May, 1986.

BILLY V. COOPER, Clerk

By *M. Gaudin*, D.C.

EXHIBIT "A"

INDEXED

0-1320

E A S E M E N T

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged I, the undersigned "Grantor", do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, the "Grantee", a perpetual and irrevocable easement on, over and across the hereinafter described property for the purpose of installation, construction, operation, maintenance and repair of water and sanitary sewer lines. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows, to-wit:

Twenty-five foot utility easement off the north side of that certain property described in Deed Book 148, Page 900, of the records of Madison County, Mississippi, located in the SW 1/4 Section 9, T7N-R2E, south of Hoy Road, within the City of Madison, being more particularly described as follows:

A strip of land twenty-five feet in width, along and parallel to the south R.O.W. of Hoy Road, extending from the west property line of said property, easterly along the south R.O.W. for a distance of 387.8 feet to the east property line of said property.

Also a temporary construction easement twenty-five feet in width, along and parallel with the south line of the above described easement.

As shown on plat marked R-1103-12, a copy of which is attached as Exhibit "A".

For the consideration recited hereinabove, Grantor does further grant, sell and convey unto the Grantee, a temporary construction easement which is described as "a strip of land twenty-five (25') feet in width, along and parallel with the south line of the above-described "permanent easement". This temporary construction easement shall expire within one hundred eighty (180) days from the date of execution hereof or upon completion of the

installation and construction of the aforementioned water and sanitary sewer lines, whichever date shall first occur.

It is further understood and agreed that the easement granted hereby shall give and convey unto the Grantee, its employees, agents and assigns the right of ingress and egress upon the property described hereinabove for the purposes incident to the installation, construction, operation, maintenance and repair of said water and sanitary sewer lines.

It is expressly understood and agreed that the Grantee shall indemnify the Grantor for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantor for the purpose of exercising the rights and powers granted hereby; and, Grantee further agrees that subsequent to the construction of said water and sanitary sewer lines the property demised hereby shall put back in substantially the same condition as it was prior to the said construction.

WITNESS MY SIGNATURE this 7TH day of APRIL, 1986.

Denson Robinson
Witness

J. P. Sartain
J. P. Sartain

STATE OF MISSISSIPPI
COUNTY OF MADISON

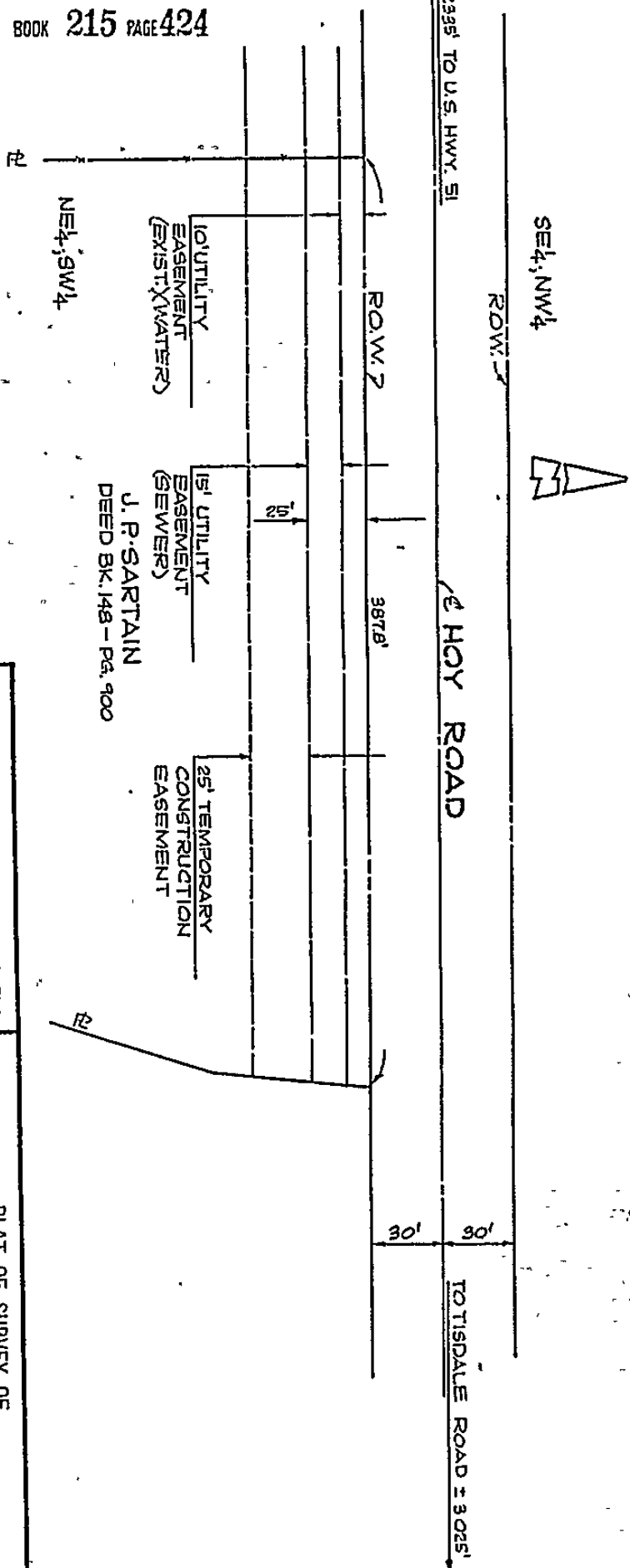
PERSONALLY appeared before me Denson Robinson, the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named J. P. SARTAIN, whose name is subscribed thereto, sign and deliver the same to the City of Madison; this affiant, subscribed his name as a witness thereto in the presence of the said J. P. SARTAIN.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 7th day of April, 1986.

W. B. Burt
Notary Public

My commission expires

MY COMMISSION EXPIRES DEC. 18, 1989



I certify that the information on this Plat is thorough and accurate to the best of my knowledge.

PLAT OF SURVEY OF
J. P. SARTAIN PROPERTY
SITUATED IN THE N $\frac{1}{2}$, SW $\frac{1}{4}$, SECTION 9, T7N, R2E,
CITY OF MADISON, MADISON COUNTY, MISSISSIPPI

RUTLEDGE & ASSOCIATES, INC.

P.O. Box 16489
Jackson, Mississippi 39206

Telephone 601 556-2990

Date: 12/85	Scale: 1"=50'	R-1103-12
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EXHIBIT A

ATTACHMENT

FOR AN IN CONSIDERATION of the utility easement granted
to the City of Madison, the City of Madison agrees to _____
waive the developer's share of the impact fee on the two (2)
_____ effected lots for a total of \$350.00.
_____ on the described property as shown on the plat marked R-1103-12-
a copy of which is attached as Exhibit "A".

Denson Robinson

Denson Robinson
Public Works Director
City of Madison
Madison, Mississippi

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this 13 day of May, 1986, at 1:30 o'clock P. M., and
was duly recorded on the 14 day of MAY, 1986, Book No. 215 on Page 427 in
my office. MAY 14 1986
Witness my hand and seal of office, this the _____ of _____, 19_____
BILLY V. COOPER, Clerk
By [Signature] D.C.



E A S E M E N T

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged I, the undersigned "Grantor", do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, the "Grantee", a perpetual and irrevocable easement on, over and across the hereinafter described property for the purpose of installation, construction, operation, maintenance and repair of water and sanitary sewer lines. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows, to-wit:

Twenty-five foot utility easement off the north side of that certain property owned by Terry Sledge, located in the SE 1/4, Section 8, T7N-R2E, south of Hoy Road, within the City of Madison, Madison County, Mississippi, and being more particularly described as follows:

A strip of land twenty-five feet in width, along and parallel to the south R.O.W. line of Hoy Road, extending from the intersection of the east R.O.W. line of U. S. Highway 51 and the south R.O.W. line of Hoy Road, easterly along the south R.O.W. line of Hoy Road for a distance of 175.4 feet to the east property line of said property.

Also, a temporary construction easement twenty-five feet in width, along and parallel with the south line of the above described easement.

As shown on plat marked R-1103-5A, a copy of which is attached as Exhibit "A".

For the consideration recited hereinabove, Grantor does further grant, sell and convey unto the Grantee, a temporary construction easement which is described as "a strip of land twenty-five (25') feet in width, along and parallel with the south line of the above-described

"permanent easement". This temporary construction easement shall expire within one hundred eighty (180) days from the date of execution hereof or upon completion of the installation and construction of the aforementioned water and sanitary sewer lines, whichever date shall first occur.

It is further understood and agreed that the easement granted hereby shall give and convey unto the Grantee, its employees, agents and assigns the right of ingress and egress upon the property described hereinabove for the purposes incident to the installation, construction, operation, maintenance and repair of said water and sanitary sewer lines.

It is expressly understood and agreed that the Grantee shall indemnify the Grantor for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantor for the purpose of exercising the rights and powers granted hereby; and, Grantee further agrees that subsequent to the construction of said water and sanitary sewer lines, the property demised hereby shall put back in substantially the same condition as it was prior to the said construction.

WITNESS MY SIGNATURE this 1st day of

April, 1986.

Dennis Robinson
Witness

Terry Sledge
Terry Sledge

STATE OF MISSISSIPPI

COUNTY OF MADISON

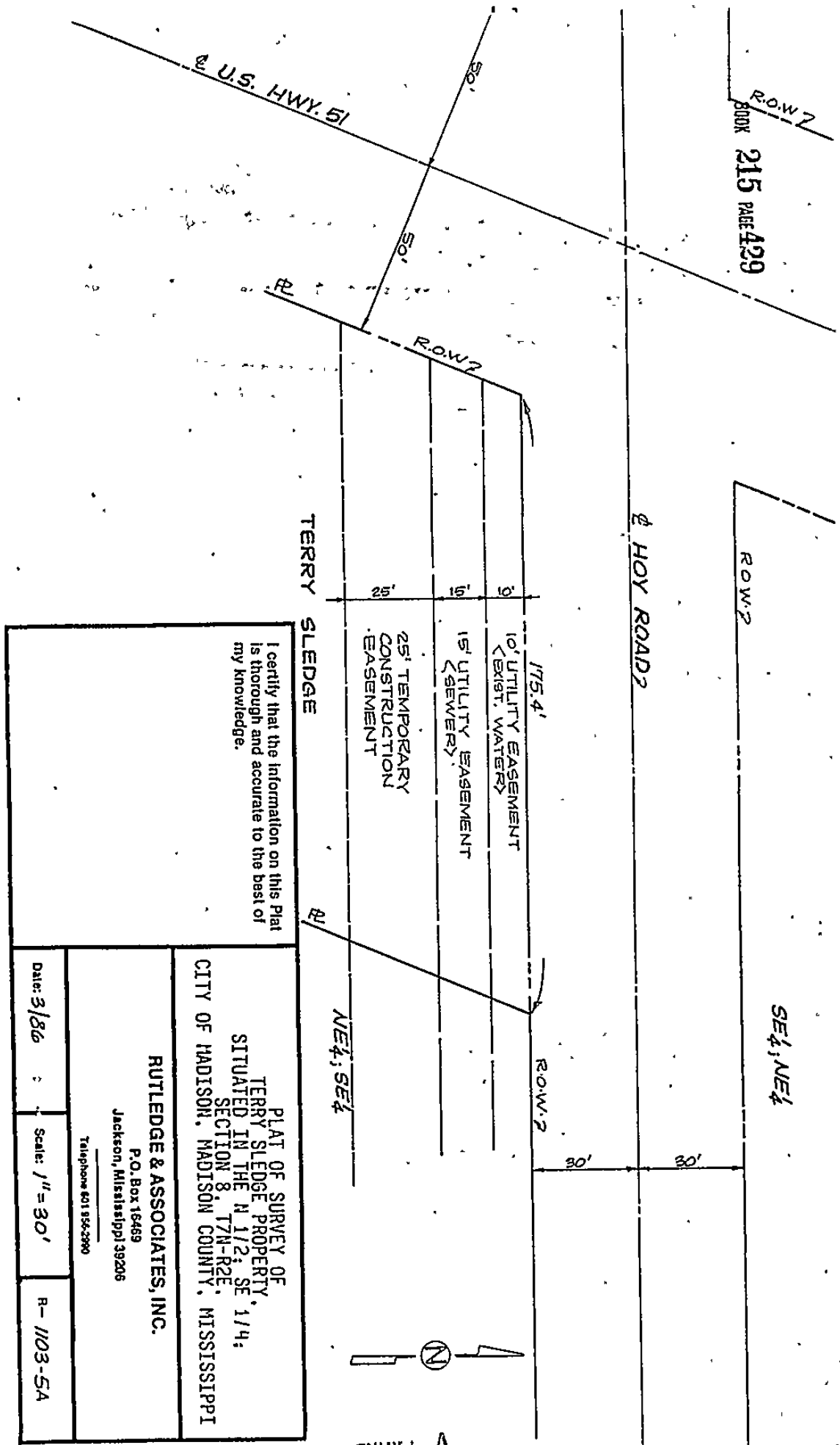
PERSONALLY appeared before me Dennis Robinson the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named TERRY SLEDGE, whose name is subscribed thereto, sign and deliver the same to the City of Madison; this affiant,

subscribed his name as a witness thereto in the presence of
the said TERRY SLEDGE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21
day of April, 1986.

Jane H. Henderson
Notary Public
My commission expires: _____

My Commission Expires May 18, 1987



I certify that the information on this Plat is thorough and accurate to the best of my knowledge.

PLAT OF SURVEY OF
TERRY SLEDGE PROPERTY
SITUATED IN THE N 1/2, SE 1/4,
SECTION 8, T7N-R2E,
CITY OF MADISON, MADISON COUNTY, MISSISSIPPI

RUTLEDGE & ASSOCIATES, INC.
P.O. Box 16469
Jackson, Mississippi 39206
Telephone 601 954-2900

Date: 3/86 Scale: 1" = 30' R-1103-SA

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:30 o'clock P.M., and was duly recorded on the 14 day of May, 1986, Book No. 215, on Page 426, in MAY 14 1986.

Witness my hand and seal of office, this the 13 day of May, 1986.

BILLY V. COOPER, Clerk

By *[Signature]* D.C.

EASEMENT

INDEXED

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged I, the undersigned "Grantor", do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, the "Grantee", a perpetual and irrevocable easement on, over and across the hereinafter described property for the purpose of installation, construction, operation, maintenance and repair of water and sanitary sewer lines. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows, to-wit:

A utility easement off the north side of that certain property described in Deed Book 11, Page 127, of the records of Madison County, Mississippi, located in the SE 1/4, Section 8, T7N-R2E, south of Hoy Road, within the City of Madison, being more particularly described as follows:

BEGIN at the intersection of the east line of Section 9 or the east property line of the above said property and the south R.O.W. line of Hoy Road; thence south along said Section 9 for a distance of 25.0 feet to a point; thence Northwesterly for a distance of 338.0 feet to a point, which is 25 feet south of the south R.O.W. line of Hoy Road; thence Westerly parallel with and 25 feet south of said R.O.W. line of Hoy Road to the west property line of the above said property; thence Northerly along the west property line to the south R.O.W. line of Hoy Road; thence Easterly along said south R.O.W. line of Hoy Road back to the POINT OF BEGINNING.

Also a temporary construction easement twenty-five feet in width, along and parallel with the south line of the above described easement.

As shown on plat marked R-1103-5, a copy of which is attached as Exhibit "A".

For the consideration recited hereinabove, Grantor does further grant, sell and convey unto the Grantee, a temporary construction easement which is described as "a strip of land twenty-five (25') feet in width, along and parallel with the south line of the above-described "permanent easement". This temporary construction easement shall expire

within one hundred eighty (180) days from the date of execution hereof or upon completion of the installation and construction of the aforementioned water and sanitary sewer lines, whichever date shall first occur.

It is further understood and agreed that the easement granted hereby shall give and convey unto the Grantee, its employees, agents and assigns the right of ingress and egress upon the property described hereinabove for the purposes incident to the installation, construction, operation, maintenance and repair of said water and sanitary sewer lines.

It is expressly understood and agreed that the Grantee shall indemnify the Grantor for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantor for the purpose of exercising the rights and powers granted hereby; and, Grantee further agrees that subsequent to the construction of said water and sanitary sewer lines, the property demised hereby shall put back in substantially the same condition as it was prior to the said construction.

WITNESS MY SIGNATURE this 18th day of April,

1986.

WITNESS

Martha K. Lenoir
Martha K. Lenoir, GRANTOR

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me Martha K. Lenoir,

the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within names MARTHA K. LENOIR, whose name is subscribed thereto, sign and deliver the same to the City of Madison; this affiant, subscribed his name as a witness thereto in the presence of the said MARTHA K. LENOIR.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 18th day of

April, 1986.

Notary Public
NOTARY PUBLIC

My commission expires: Apr 17, 1987

BOOK 215 PAGE 432

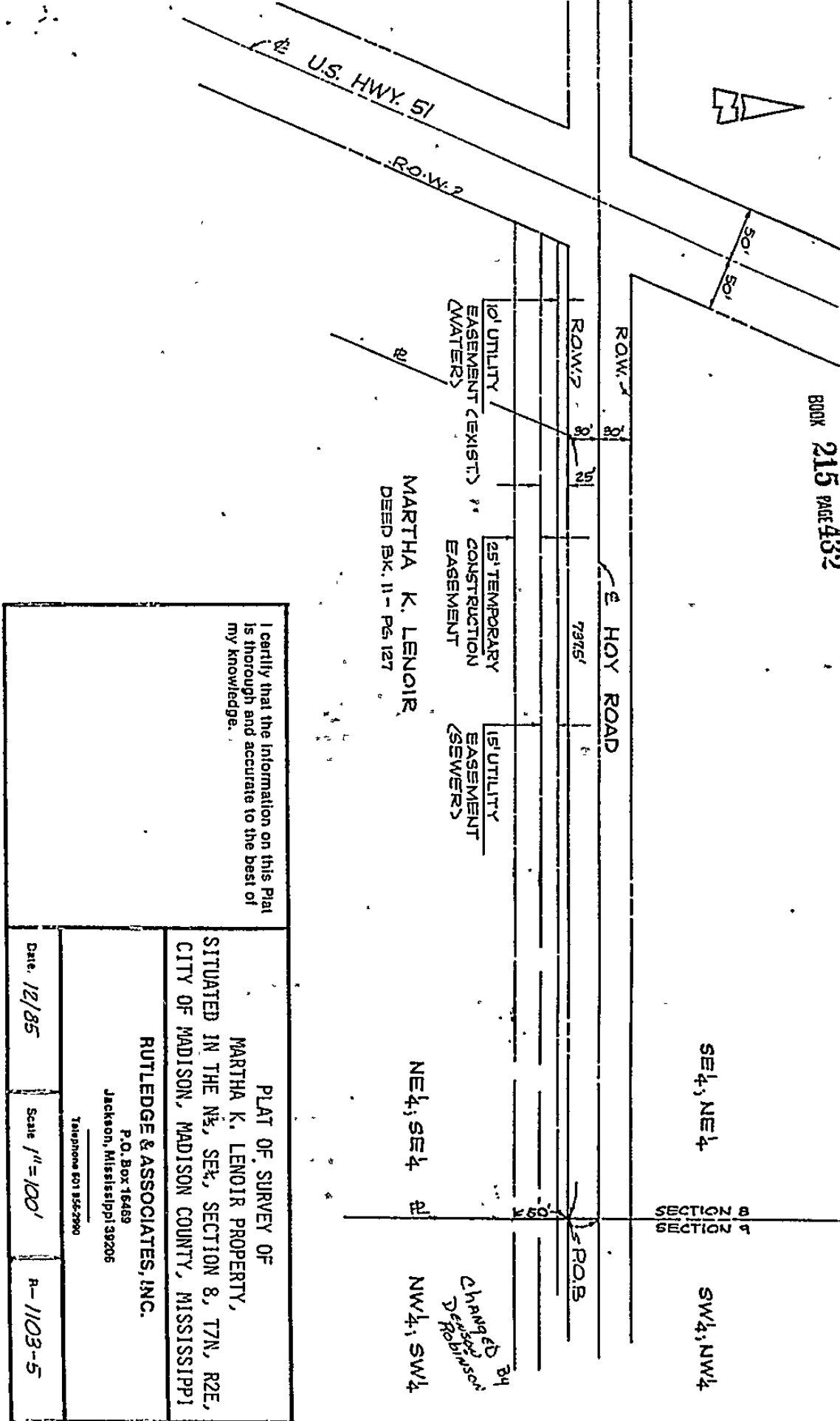


EXHIBIT A

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 15 day of May 1986, at 1:30 o'clock P.M., and was duly recorded on the 15 day of May 1986, Book No. 215 on Page 432. in MAY 14 1986



BILLY V. COOPER, Clerk

By *M. Decker* D.C.

INDEXED

E A S E M E N T

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged I, the undersigned "Grantor", do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, the "Grantee", a perpetual and irrevocable easement on, over and across the hereinafter described property for the purpose of installation, construction, operation, maintenance and repair of water lines. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows, to-wit:

10' WATER
Ten foot ~~utility~~ easement off the South side of that certain property described in Deed Book 162, Page 81, of the records of Madison County, Mississippi, located in the NE 1/4, Section 8, T7N-R2E, north of Hoy Road, within the City of Madison, being more particularly described as follows:

A strip of land ten feet in width, along and parallel to the north R.O.W. line of Hoy Road, extending from the west property line of said property, easterly along the north R.O.W. line of Hoy Road for a distance of 503.8 feet to the east property line of said property.

Also a temporary construction easement fifteen feet in width, along and parallel with the north line of the above described easement.

As shown on the plat marked R-1103-4, a copy of which is attached as Exhibit "A".

For the consideration recited hereinabove, Grantor does further grant, sell and convey unto the Grantee, a temporary construction easement which is described as "a strip of land fifteen (15') feet in width, along and parallel with the north line of the above-described "permanent easement". This temporary construction easement shall expire within one hundred eighty (180) days from the

date of execution hereof or upon completion of the installation and construction of the aforementioned water lines, whichever date shall first occur.

It is further understood and agreed that the easement granted hereby shall give and convey unto the Grantee, its employees, agents and assigns the right of ingress and egress upon the property described hereinabove for the purposes incident to the installation, construction, operation, maintenance and repair of said water lines.

It is expressly understood and agreed that the Grantee shall indemnify the Grantor for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantor for the purpose of exercising the rights and powers granted hereby; and, Grantee further agrees that subsequent to the construction of said water line, the property demised hereby shall put back in substantially the same condition as it was prior to the said construction.

WITNESS MY SIGNATURE this 11 day of April,

1986.

Dorson Robinson
Witness

Llewellyn Henry Cox, Jr.
Llewellyn Henry Cox, Jr.

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me Dorson Robinson, the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named LLEWELLYN HENRY COX, whose name is subscribed thereto, sign and deliver the same to the City of Madison; this affiant, subscribed his name as a witness thereto in the presence of the said LLEWELLYN HENRY COX, Jr.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of April, 1986.



Jane H. Henderson
Notary Public
My commission expires: _____

E U.S. HWY. 51

NE 1/4, SE 1/4

ROW 2

ROW 1

SE 1/4, NE 1/4

10' EASEMENT

15' TEMPORARY CONSTRUCTION EASEMENT

HOY ROAD

503.81'

LLEWELLYN HENRY COX, JR.
DEED BK. 162-PG. 81

EXHIBIT

I certify that the information on this Plat is thorough and accurate to the best of my knowledge.

PLAT OF SURVEY OF
LLEWELLYN HENRY COX PROPERTY,
SITUATED IN THE S 1/2, NE 1/4,
SECTION 8, T7N-R2E,
CITY OF MADISON, MADISON COUNTY, MISSISSIPPI

RUTLEDGE & ASSOCIATES, INC.

P.O. Box 16468
Jackson, Mississippi 39206

Telephone 601 856-2500

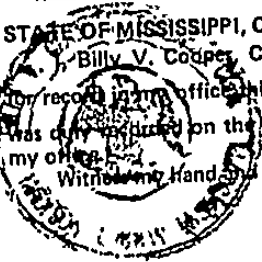
Date: 12/85

Scale: 1" = 50'

R-1103-4

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:30 o'clock P. M., and was duly recorded on the 13 day of MAY, 1986, in Book No. 215 on Page 433. in my office.



Witness my Hand and seal of office, this the 14 day of MAY, 1986.

BILLY V. COOPER, Clerk

By M. D. [Signature], D.C.

EASEMENT

INDEXED

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged I, the undersigned "Grantor", do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, the "Grantee", a perpetual and irrevocable easement on, over and across the hereinafter described property for the purpose of installation, construction, operation, maintenance and repair of water lines. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows, to-wit:

~~Ten foot-utility~~ ^{WATER} easement off the south side of that certain property described in Deed Book 189, Page 798, of the records of Madison County, Mississippi, located in the NE 1/4, Section 8, T7N-R2E, north of Hoy Road, within the City of Madison, being more particularly described as follows:

A strip of land ten feet in width, along and parallel to the north R.O.W. of Hoy Road, extending from the west property line of said property, easterly along the north R.O.W. line of Hoy Road for a distance of 295.4 feet to the intersection of the north R.O.W. line of Hoy Road and the west R.O.W. line of U.S. Hwy. No. 51.

Also, a temporary construction easement fifteen feet in width, along and parallel with the north line of the above described easement.

As shown on the plat marked R-1103-3, a copy of which is attached as Exhibit "A".

For the consideration recited hereinabove, Grantor does further grant, sell and convey unto the Grantee, a temporary construction easement which is described as "a strip of land fifteen (15') feet in width, along and parallel with the north line of the above-described "permanent easement". This temporary construction easement shall expire within one hundred eighty (180) days from the date of execution hereof or upon completion of the installation and construction of the aforementioned water line, whichever date shall first occur.

It is further understood and agreed that the easement granted hereby shall give and convey unto the Grantee, its employees, agents and assigns the right of ingress and egress upon the property described hereinabove for the purposes incident to the installation, construction, operation, maintenance and repair of said water lines.

It is expressly understood and agreed that the Grantee shall indemnify the Grantor for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantor for the purpose of exercising the rights and powers granted hereby; and, Grantee further agrees that subsequent to the construction of said water lines, the property demised hereby shall put back in substantially the same condition as it was prior to the said construction.

WITNESS MY SIGNATURE this 10th day of April, 1986.

Denson Robinson
Witness

Betty Jo C. East
Betty Jo C. East

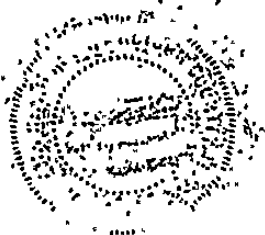
Llewellyn Henry Cox, Jr.
Llewellyn Henry Cox, Jr.

Cornelius Sidney Cox
Cornelius Sidney Cox

STATE OF MISSISSIPPI
COUNTY OF MADISON

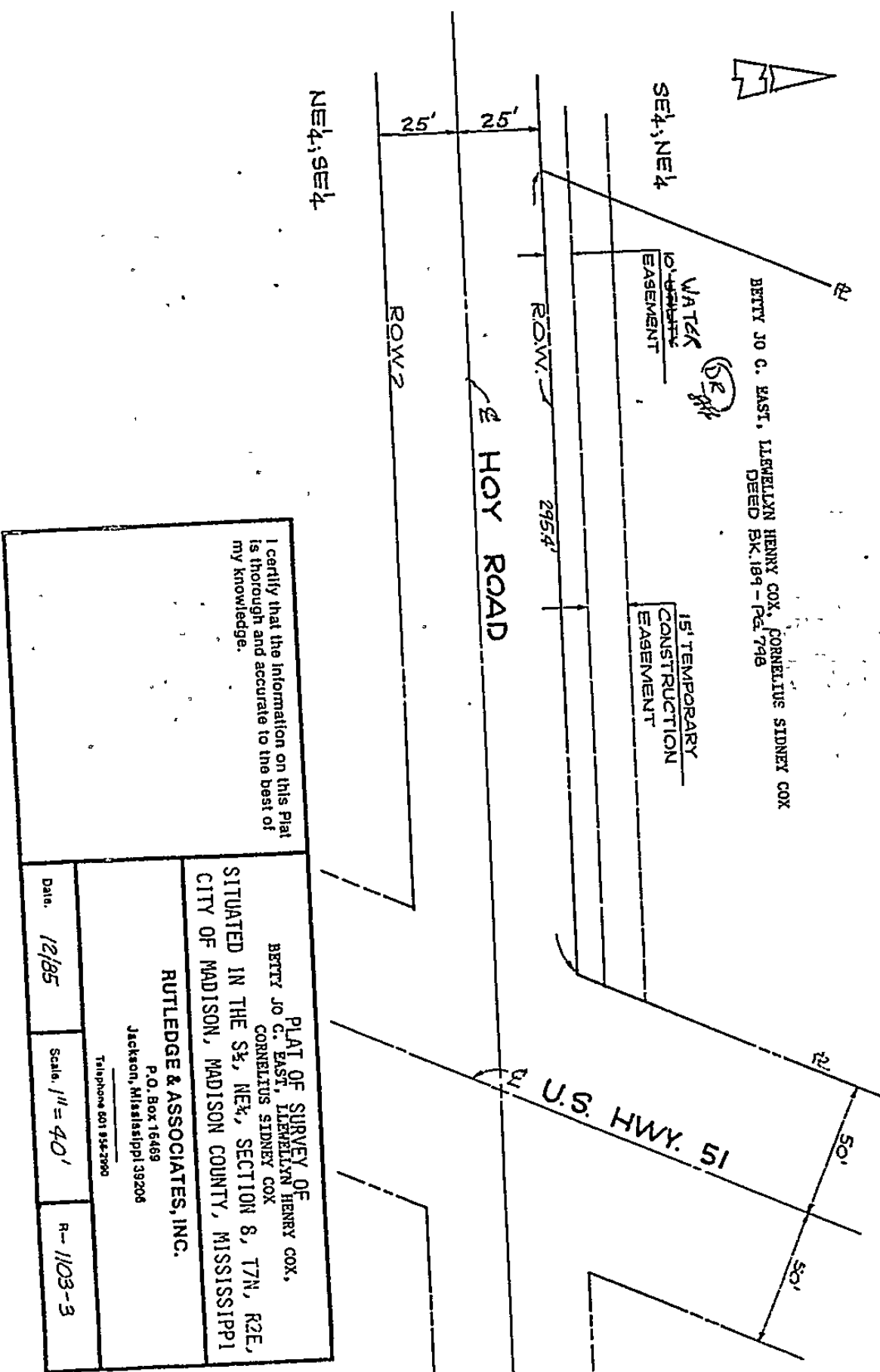
PERSONALLY appeared before me Denson Robinson, the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named BETTY JO C. EAST, LLEWELLYN HENRY COX, ^{Jr.} AND CORNELIUS SIDNEY COX, whose names are subscribed thereto, sign and deliver the same to the City of Madison; this affiant, subscribed his name as a witness thereto in the presence of the said BETTY JO C. EAST, LLEWELLYN HENRY COX AND CORNELIUS SIDNEY COX.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of April, 1986.



Jane H. Henderson
Notary Public
My commission expires: _____

EXHIBIT A



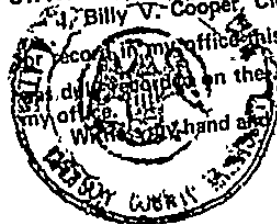
ATTACHMENT

FOR AN IN CONSIDERATION of the utility easement granted to the City of Madison, the City of Madison agrees to remove trees and underbrush from ditch, slope bank back to control erosion, grass and fertilize. Also agree to restore driveway and yard to present condition. on the described property as shown on the plat marked R-1103-3 a copy of which is attached as Exhibit "A".

Denson Robinson

Denson Robinson
Public Works Director
City of Madison
Madison, Mississippi

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed



for record in my office this 13 day of May, 1986, at 1:30 o'clock P. M., and was duly recorded on the 13 day of May, 1986, Book No 215, on Page 436. in my office. Witness my hand and seal of office, this the 14 day of May, 1986.

BILLY V. COOPER, Clerk
By *B. V. Cooper*..... D.C.

EASEMENT

INDEXED

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged I, the undersigned "Grantor", do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, the "Grantee", a perpetual and irrevocable easement on, over and across the hereinafter described property for the purpose of installation, construction, operation, maintenance and repair of water lines. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows, to-wit: ^(DR)

^{WATER}
Ten foot ~~utility~~ easement off the south side of that certain property described in Deed Book 162, Page 83, of the records of Madison County, Mississippi, located in the NE 1/4, Section 8, T7N-R2E, north of Hoy Road, within the City of Madison, being more particularly described as follows:

A strip of land ten feet in width, along and parallel to the north R.O.W. line of Hoy Road, extending from the west property line of said property, easterly for a distance of 212.0 feet to the east property line of said property.

Also a temporary construction easement fifteen feet in width, along and parallel with the north line of the above described easement.

As shown on the plat marked R-1103-2, a copy of which is attached as Exhibit "A".

For the consideration recited hereinabove, Grantor does further grant, sell and convey unto the Grantee, a temporary construction easement which is described as "a strip of land fifteen (15') feet in width, along and parallel with the north line of the above-described "permanent easement". This temporary construction easement shall expire within one hundred eighty (180) days from the

date of execution hereof or upon completion of the installation and construction of the aforementioned water lines, whichever date shall first occur.

It is further understood and agreed that the easement granted hereby shall give and convey unto the Grantee, its employees, agents and assigns the right of ingress and egress upon the property described hereinabove for the purposes incident to the installation, construction, operation, maintenance and repair of said water lines.

It is expressly understood and agreed that the Grantee shall indemnify the Grantor for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantor for the purpose of exercising the rights and powers granted hereby; and, Grantee further agrees that subsequent to the construction of said water lines, the property demised hereby shall put back in substantially the same condition as it was prior to the said construction.

WITNESS MY SIGNATURE this 10th day of April,

1986.

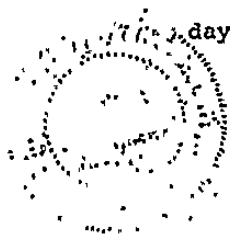
Dawn Robinson
Witness

Cornelius Sidney Cox
Cornelius Sidney Cox

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY appeared before me Dawn Robinson, the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named CORNELIUS SIDNEY COX, whose name is subscribed thereto, sign and deliver the same to the City of Madison; this affiant, subscribed his name as a witness thereto in the presence of the said CORNELIUS SIDNEY COX.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of April, 1986.



Jane H. Henderson
Notary Public
My commission expires: _____

My Commission Expires 12/31/87



SW4:NE4

SECRET

15. TEMPORARY
CONSTRUCTION EASEMENT

~~10' OFF-LOT~~ EASEMENT

R.O.W. 2120

3 HOY ROAD

TO U.S. HWY. 51 E. 295'

Row. 3

NW₄;SE₄

NEED, SEE

I certify that the information on this Plat is thorough and accurate to the best of my knowledge.

PLAT OF SURVEY OF
CORNELIUS SIDNEY COX PROPERTY,
SITUATED IN THE S₂, NE₄, SECTION 8, T7N, R2E,
CITY OF MADISON, MADISON COUNTY, MISSISSIPPI

RUTLEDGE & ASSOCIATES, INC.

P.O. Box 16489
Jackson, Mississippi 39206

Telephone 801 558-2880

Date 12/85

Scale. 1"=30'

R-1103-2

EXHIBIT A

ATTACHMENT

FOR AN IN CONSIDERATION of the utility easement granted to the City of Madison, the City of Madison agrees to remove trees and underbrush from ditch, slope bank back to control erosion, grass and fertilize. Also agree to restore driveway and yard to present condition. on the described property as shown on the plat marked R-1103-2 a copy of which is attached as Exhibit "A".

Denson Robinson

Denson Robinson
Public Works Director
City of Madison
Madison, Mississippi

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:30 o'clock P. M., and was duly recorded on the 13 day of May, 1986, Book No 215, on Page 440. in my office.
Witness my hand and seal of office, this the 14 day of May, 1986.
BILLY V. COOPER, Clerk
By M. D. [Signature], D.C.

E A S E M E N T

INDEX

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged I, the undersigned "Grantor", do hereby grant, sell and convey unto the CITY OF MADISON, MISSISSIPPI, a municipal corporation, the "Grantee", a perpetual and irrevocable easement on, over and across the hereinafter described property for the purpose of installation, construction, operation, maintenance and repair of water lines. The land effected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described as follows, to-wit:

Ten foot utility easement off the south side of that certain property described in Deed Book 166, Page 644, of the records of Madison County, Mississippi, located in the NE 1/4; Section 8, T7N-R2E, north of Hoy Road, within the City of Madison, being more particularly described as follows:

A strip of land ten feet in width, along and parallel to the north R.O.W. of Hoy Road, extending from the west property line of said property easterly along the north R.O.W. for a distance of 105.4 feet to the east property line of said property.

Also a temporary construction easement fifteen feet in width, along and parallel with the north line of the above described easement.

As shown on plat marked R-1103-1, a copy of which is attached as Exhibit "A".

For the consideration recited hereinabove, Grantor does further grant, sell and convey unto the Grantee, a temporary construction easement which is described as "a strip of land fifteen (15') feet in width, along and parallel with the north line of the above-described "permanent easement". This temporary construction easement shall expire within one hundred eighty (180) days from the

date of execution hereof or upon completion of the installation and construction of the aforementioned water lines, whichever date shall first occur,

It is further understood and agreed that the easement granted hereby shall give and convey unto the Grantee, its employees, agents and assigns the right of ingress and egress upon the property described hereinabove for the purposes incident to the installation, construction, operation, maintenance and repair of said water lines.

It is expressly understood and agreed that the Grantee shall indemnify the Grantor for any loss or damage to said property which shall be caused by the Grantee, its employees, agents or assigns while on the property of the Grantor for the purpose of exercising the rights and powers granted hereby; and, Grantee further agrees that subsequent to the construction of said water lines, the property demised hereby shall put back in substantially the same condition as it was prior to the said construction.

WITNESS MY SIGNATURE this 27th day of

March, 1986.

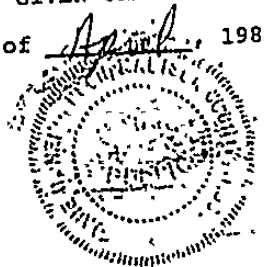
Denson Robinson
Witness

J. D. Ingram
J. D. Ingram

STATE OF MISSISSIPPI
COUNTY OF MADISON

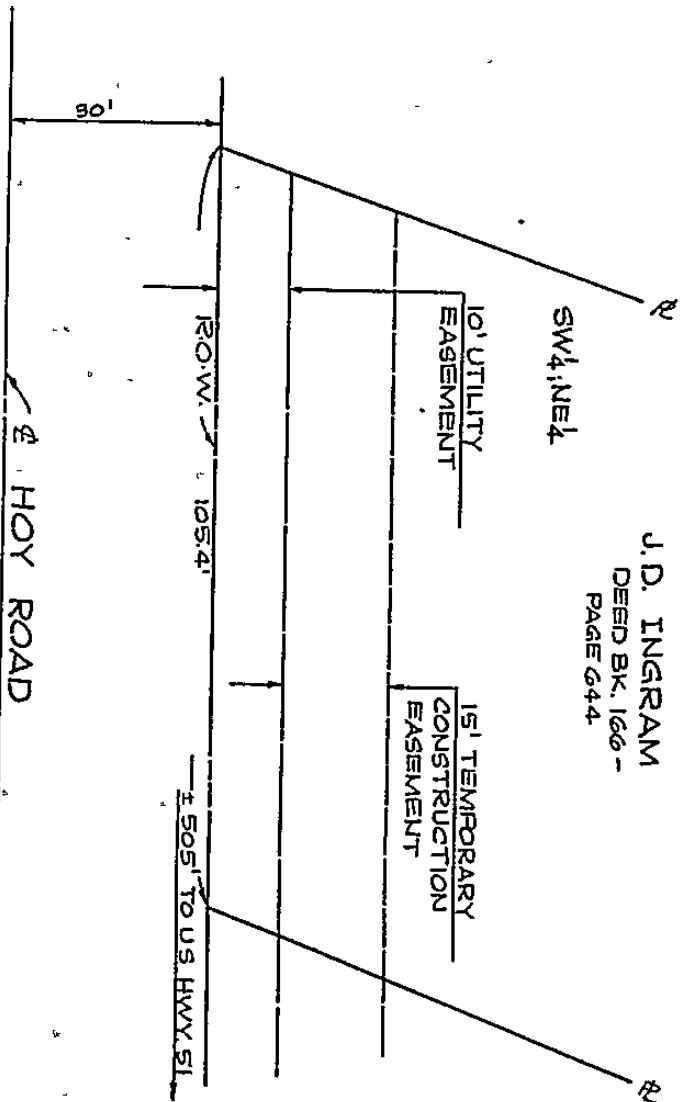
PERSONALLY appeared before me Denson Robinson, the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named J. D. INGRAM, whose name is subscribed thereto, sign and deliver the same to the City of Madison; this affiant, subscribed his name as a witness thereto in the presence of the said J. D. INGRAM.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of April, 1986.



Jane H. Henderson
Notary Public
My commission expires: _____

Notary Public, State of Mississippi, Commission Expires 12-31-1987



J.D. INGRAM
DEED BK. 166-
PAGE 644

NW 1/4, SE 1/4

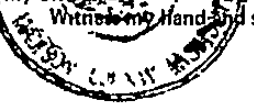
EXHIBIT A

I certify that the information on this Plat is thorough and accurate to the best of my knowledge.

PLAT OF SURVEY OF J.D. INGRAM PROPERTY SITUATED IN THE S 1/2, NE 1/4, SECTION 8, T29-R2E, CITY OF MADISON, MADISON COUNTY, MISSISSIPPI		
RUTLEDGE & ASSOCIATES, INC. P.O. Box 16468 Jackson, Mississippi 39206 Telephone 601 956-2900		
Date 12/85	Scale 1" = 20'	R-1103-1

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:30 o'clock P.M., and was duly recorded on the 14 day of May, 1986, Book No. 215 on Page 444 in my office.



Witness my hand and seal of office, this the 14 day of May, 1986.

BILLY V. COOPER, Clerk

By: *[Signature]* D.C.

INDEXED

EASEMENT

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned MRS. LEROY HAWKINS, "Grantor" do hereby sell, convey and warrant unto the City of Madison, Mississippi "Grantee" a permanent, perpetual and irrevocable easement and a temporary construction easement, together with perpetual rights of ingress and egress, over and across a parcel of land owned by Grantor for the purpose of installation, construction, operation, maintenance and repair of water distribution, and sanitary sewer lines. The land affected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described in Exhibit "A" attached hereto.

For the same consideration, Grantor and Grantee agree and covenant that the rights granted hereby are subject to the following terms and conditions.

1. Grantee will bear the financial responsibility for repairing and/or rebuilding any damaged or destroyed improvements existing on any of the property which results from or is a consequence of the granting of this easement.
2. Grantee will promptly and properly fill excavations made and return the property to its original grade, contour and condition.
3. If at any time during or subsequent the construction and installation of the facilities described above, erosion, wash or other similar problems occur on the property, Grantee shall restore the property within sixty (60) days of being notified thereof by Grantor. In the event Grantee fails to take corrective action within sixty (60) days of such notification, Grantor shall have the right to have the corrective work done and Grantee shall be responsible for paying the reasonable costs thereof.

4. City will waive tap and connection fees.

5. The temporary construction easement conveyed herein will commence upon the execution of this instrument and will terminate twelve (12) months therefrom, or upon the completion of the construction on the subject property, whichever first occurs.

6. The present and subsequent owners of the subject property will have full use of the surface thereof, except that no permanent structures may be constructed on the easement.

7. If the surface of the subject property is at any time disturbed due to the maintenance and/or repair of the facilities constructed on the easement, Grantee will restore the property so affected to substantially its condition prior to such work.

8. Grantee will indemnify Grantor for loss and damage, including attorneys fees, which result from the activities conducted on the easement by the Grantee, its employees, agents, and contractors. Upon execution and delivery of this easement by Grantor to Grantee, Grantee shall pay Grantor the sum of Four Hundred Dollars (\$400.00) as the replacement costs for trees that will have to be removed from the easement.

9. Grantee shall be responsible for cutting down the trees referred to in paragraph 7 above and for removing the stumps. Once the trees are cut, same shall continue to be the property of the Grantor who shall be responsible for removal of the wood and other debris therefrom.

10. Grantee agrees to reslope the ditch bank on the west side of the driveway to Grantor's property along Hoy Road.

11. Grantee will take such action as is necessary to prevent livestock quartered on that portion of Grantor's property affected by the subject easement, from escaping therefrom, and the Grantee will indemnify Grantor for any and all damage which results

from livestock escaping when the escape is the fault of the Grantee, its agents, employees or contractors.

12. As further consideration for the granting of the easements described herein, Grantee agrees to furnish all necessary labor and materials at its sole cost and expense for connecting Grantor's house to the sanitary sewer line to be constructed on the subject easement.

WITNESS MY SIGNATURE, this the 21st day April, 1986.

Mrs. Leroy Hawkins
MRS. LEROY HAWKINS

Damon Robinson
Witness

STATE OF MISSISSIPPI
COUNTY OF MADISON

Personally came and appeared before me, _____ the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named Mrs. Leroy Hawkins, whose name is subscribed thereto, sign and deliver the same to the City of Madison; and, this affiant, subscribed his name as a witness thereto in the presence of the said Mrs. Leroy Hawkins.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of April, 1986.



Jane H Henderson
Notary Public

My commission expire: _____

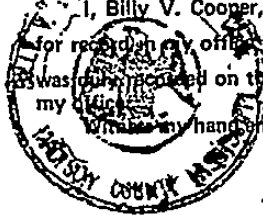
My Commission Expires Nov 15, 1987

Twenty feet off the south side of that certain property owned by Mrs. Leroy Hawkins, located in the NW $\frac{1}{4}$, Section 9, T7N, R2E, north of Hoy Road, within the City of Madison, and being more particularly described as follows:

A strip of land 20 feet in width, along and parallel to the north R.O.W. line of Hoy Road, extending from the west property line of said property, easterly along the north R.O.W. line for a distance of 3,025.8 feet to the east property line of said property; and a temporary construction easement 15 feet in width, along and parallel with the north line of the above-described easement.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:30 o'clock P.M., and it was duly recorded on the 14 day of May, 1986, Book No. 215 on Page 447 in my office.



MAY 14 1986

BILLY V. COOPER, Clerk

By *M. Doodler*, D.C.

EXHIBIT "A"

ROW005

79006028WA 9-4-85 1d
Bessie Harkins
028-0-00-W

BOOK 215 PAGE 451

04332

Do not record above this line

WARRANTY DEED

INDEXED

THE STATE OF MISSISSIPPI

County of Madison

For and in consideration of

One Hundred & No/100

/100 Dollars (\$100.00)

the receipt of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the State Highway Commission of Mississippi, a body corporate by statute, on State Project No. 79-1623-00-006-10, the following described land:

Begin at a point on the present Northerly right-of-way line of McDonald Avenue, said point being the Southeast corner of grantors property, said point also being 518.0 feet North of and 1242.4 feet West of the Southeast corner of the Northeast 1/4 of Section 20, Township 9 North, Range 3 East; from said point of beginning run thence South 89° 53' West along said present Northerly right-of-way line, a distance of 12.4 feet to a point that is 25.0 feet Northerly of and perpendicular to the centerline of said McDonald Avenue at Station 9 + 25 as shown on the plans for State Project No. 79-1623-00-006-10 at Station 16 + 41; thence run North 66° 00' East, a distance of 13.6 feet to a point on the East line of grantors property; thence run South 00° 05' East along said East property line, a distance of 5.5 feet to the point of beginning, containing 34.31 square feet or 0.001 acres, more or less, and being a part of Lot 2 of Block "F" of East Acres Subdivision, and being situated in the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi.

The above mentioned consideration is of and for the Grantors undivided interest in and to the above described property.

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, complete and final payment and settlement of any 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

BOOK 215 PAGE 452

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 per signature at the 8th Day of April, A. D., 1986.

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

VIRGINIA
STATE OF ~~MISSISSIPPI~~
County of FAIRFAX

This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named BARBARA H. HOLLAND and wife [Signature] who acknowledged that SHE signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal this the 16th day of APRIL, A. D., 1986.



[Signature]
NOTARY PUBLIC TITLE

My Commission Expires November 17, 1989

STATE OF MISSISSIPPI
County of _____

This day personally appeared before me the undersigned authority,
in and for the above named jurisdiction, the above named _____
_____ and wife _____
who acknowledged that _____ signed and delivered the foregoing deed
on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____
_____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI
County of Middle

Personally appeared before me, the undersigned authority,
B. D. Sanders, one of the subscribing witnesses to
the foregoing instrument, who being first duly sworn, depose and
saith that he saw the within named Mrs. Gladys H. Harkins and
Thomas P. Harkins Jr., whose name _____ subscribed hereto,
sign and deliver the same to the said State Highway Commission, a body
corporate by statute, that he, this affiant, subscribed his name as
witness thereto in the presence of the said Mrs. Gladys H. Harkins
and Thomas P. Harkins Jr. on the
day and year therein mentioned.

Affiant

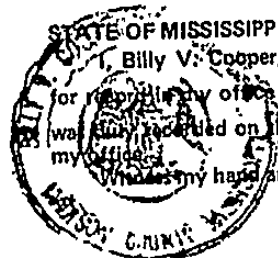
Sworn to and subscribed before me this the 22 day of _____
April, A. D., 1986.



Benjamin F. Siffert
Notary public Title

Commission Expires March 5, 1987

STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this 13 day of May, 1986, at 1:45 o'clock P. M., and
was duly recorded on the _____ day of _____, 19____, Book No. 215 on Page 451. in
my office.
Witness my hand and seal of office, this the _____ of _____, 19____.
BILLY V. COOPER, Clerk
By T. M. Deal, D.C.



Do not record above this line

TEMPORARY EASEMENT

THE STATE OF MISSISSIPPI

INDEXED

County of Madison

For and in consideration of ONE HUNDRED AND -
- NO /100 Dollars (\$100⁰⁰)

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. 79-0024-02-007-10, a temporary easement through, over, on and across the following described land:

Begin at a point that is 72 feet Northerly of and perpendicular to the centerline of survey of State Project No. 79-0024-02-007-10 at Highway Survey Station 52 + 55; from said point of beginning run thence South 45° 32' West; a distance of 7.0 feet to the West line of grantors property; thence run North 0° 07' West along said West property line, a distance of 34.0 feet; thence run South 63° 42' East, a distance of 6.0 feet; thence run South 0° 41' West, a distance of 26.5 feet to the point of beginning containing 156.17 square feet or 0.004 acres, more or less, and all being situated in and a part of the Northwest 1/4 of Section 20, Township 9 North, Range 3 East, City of Canton, Madison 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. 79-0024-02-007-10, 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 my signature this the 24th day of April,
A.D., 1946.

Ray C. Fin

CORPORATE ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF MADISON

This day personally appeared before me, the undersigned authority in and for the above named county and state, the within named Coy Irvin, who having been first duly sworn states on his oath that he is President of East Plaza Inc. Corporation and as such, is fully authorized to execute the above and foregoing instrument for and on behalf of said corporation and who further acknowledges that he signed and delivered the above and foregoing instrument on the day and date therein stated for and on behalf of said East Plaza Inc. Corporation.

(CORPORATE SEAL)

Sworn to and subscribed before me on this the 24th day of April, A. D., 1986.



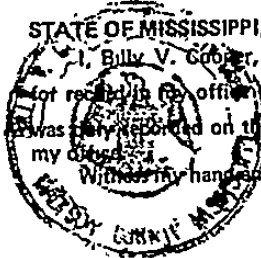
Henry G. Smithland
Notary Public

My Commission Expires Jan. 15, 1990

P.O. Box 688
Canton, MS 39440

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office on this 13 day of May, 1986, at 1:45 o'clock P. M., and was duly recorded on the 14 day of MAY, 1986, Book No 215 on Page 454 in my office.



Witness my hand and seal of office, this the 14 day of MAY, 1986.

BILLY V. COOPER, Clerk

By M. A. Smithland, D.C.

ROW005

79207004WA 8-19-85 ds
East Plaza, Inc.

004-0-00-W

0:33.4

Do not record above this line

WARRANTY DEED

BOOK 215 PAGE 457

FILED

THE STATE OF MISSISSIPPI

County of Madison

For and in consideration of ELEVEN THOUSAND SEVEN

HUNDRED AND NO/100 Dollars (\$ 11,700.00)

the receipt of which is hereby acknowledged, I/or we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the State Highway Commission of Mississippi, a body corporate by statute, on State Project No. 79-0024-02-007-10, the following described land:

Begin at the Southwest corner of grantors property; from said point of beginning run thence North 0° 07' West along the West line of grantors property, a distance of 44.6 feet; thence run North 45° 32' East, a distance of 7.0 feet to a point that is 72 feet Northerly of and perpendicular to the centerline of survey of said highway project at Station 52 + 55; thence run South 86° 48' East, a distance of 41.8 feet to a point that is 60 feet Northerly and perpendicular to the centerline of survey of said highway project at Station 52 + 95; thence run South 49° 15' East, a distance of 30.8 feet to a point that is 35 feet Northerly of and perpendicular to the centerline of survey of said highway project at Station 53 + 13; thence run North 76° 30' East along a line that is parallel with and 35 feet Northerly of the centerline of survey of said highway project, a distance of 80.1 feet to the East line of grantors property; thence run South 0° 07' East, a distance of 10.3 feet; thence run South 76° 30' West, a distance of 152.0 feet to the point of beginning, containing 3328.10 square feet or 0.076 acres, more or less, and all being situated in and a part of the Northwest 1/4 of Section 20, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi.

THE GRANTEE COVENANTS WITH GRANTORS TO PROVIDE ACCESS THROUGH THE ABOVE DESCRIBED LANDS AS PROVIDED BY THE CONSTRUCTION PLANS ON THE ABOVE NUMBERED PROJECT ON RECORD AS OF THIS DATE OR ADDITIONAL COMPENSATION WILL BE MADE TO THE GRANTOR FOR LOSS OF ACCESS TO THE REMAINING PROPERTY.

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, complete and final payment and settlement of any

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 24th Day of April, A. D., 1946.

[Signature]

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named _____ and wife _____ who acknowledged that _____ signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____, A. D., 19____.

(PLACE SEAL HERE)

TITLE

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority,
in and for the above named jurisdiction, the above named _____

and wife _____
who acknowledged that _____ signed and delivered the foregoing deed
on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____

_____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of MADISON

Personally appeared before me, the undersigned authority, _____
W. H. Ledbetter, one of the subscribing witnesses to
the foregoing instrument, who being first duly sworn, depose and
saith that he saw the within named _____ Coy Irvin and

_____, whose name is _____ subscribed hereto,
sign and deliver the same to the said State Highway Commission, a body
corporate by statute, that he, this affiant, subscribed his name as
witness thereto in the presence of the said W. H. Ledbetter

and _____ on the
day and year therein mentioned.

Affiant

Sworn to and subscribed before me this the 24th day of April

_____, A.D., 1986.

Walter E. Satterland
Notary Public Title

1975 Mississippi Function FLS 15, 1980

P.O. Box 688
Canton, MS 39440



CORPORATE ACKNOWLEDGEMENT

STATE OF MississippiCOUNTY OF Madison

This day personally appeared before me, the undersigned authority in and for the above named county and state, the within named Coy Irvin, who having been first duly sworn states on his oath that he is President of East Plaza, Inc. Corporation and as such, is fully authorized to execute the above foregoing instrument for and on behalf of said corporation and who further acknowledges that he signed and delivered the above and foregoing instrument on the day and date therein stated for and on behalf of said East Plaza, Inc. Corporation.

[Signature]
SECRETARY

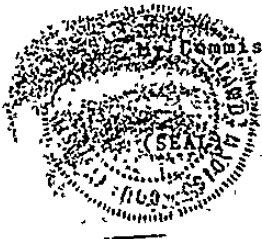
(CORPORATE SEAL)

Sworn to and subscribed before me on this the 24th Day

April, A. D., 1986.

[Signature]
Notary Public

My Commission Expires: Feb. 15, 1991



STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:45 o'clock P. M., and was delivered on the 13 day of MAY 14 1986, 1986, Book No. 215 on Page 457 in my office.

Witness my hand and seal of office, this the 13 day of MAY 14 1986, 1986.

BILLY V. COOPER, Clerk

By [Signature], D.C.

ROW 761

79207006TA 8-19-85 ds

S. L. Sethi, et ux

Raksha M. Sethi

006-0-00-T

BOOK 215 PAGE 461 01335

Do not record above this line

TEMPORARY EASEMENT

INDEXED

THE STATE OF MISSISSIPPI

County of Madison

For and in consideration of EIGHT HUNDRED AND

NO /100 Dollars (\$ 800⁰⁰)

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. 79-0024-02-007-10, a temporary easement through, over, on and across the following described land:

Begin at a point that is 35 feet Northerly of and perpendicular to the centerline of survey of State Project No. 79-0024-02-007-10 at Highway Survey Station 54 + 95 from said point of beginning run thence South 76° 30' West along a line that is parallel with and 35 feet Northerly of the centerline of survey of said highway project, a distance of 49.5 feet to the Westerly line of grantors property; thence run North 4° 14' East along said Westerly property line, a distance of 21.0 feet; thence run North 76° 30' East, a distance of 43.1 feet; thence run South 13° 30' East, a distance of 20.0 feet to the point of beginning, containing 926.20 square feet or 0.021 acres, more or less, and all being situated in and a part of the Northwest 1/4 of Section 20, Township 9 North, Range 3 East, City of Canton, Madison 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. 79-0024-02-007-10, 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 my signature this the 10TH day of APRIL,

A.D., 1986.

J. L. Knight

S. L. Sethi
Raksha Sethi

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority,
in and for the above named jurisdiction, the above named _____
_____ and wife _____

who acknowledged that _____ signed and delivered the foregoing deed
on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____
_____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority,
in and for the above named jurisdiction, the above named _____
_____ and wife _____

who acknowledged that _____ signed and delivered the foregoing deed
on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____
_____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of HINDS

Personally appeared before me, the undersigned authority, JERRY L. KNIGHT, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, depose and saith that he saw the within named S. L. SETHI and RAKSHA SETHI, whose names ARE subscribed hereto, sign and deliver the same to the said State Highway Commission, a body corporate by statute, that he, this affiant, subscribed his name as witness thereto in the presence of the said S. L. SETHI and RAKSHA SETHI on the day and year therein mentioned.

Jerry L. Knight
Affiant

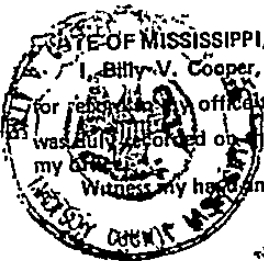
Sworn to and subscribed before me this the 11th day of April, A.D., 1986.

Mamie B. Smith
Notary Public Title

My Commission Expires July 1, 1989



P.O. Box 1163
Greenville, MS 38903



STATE OF MISSISSIPPI, County of Madison:
I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:45 o'clock P. M., and was duly recorded on the 13 day of May, 1986, Book No. 215 on Page 461 in my office.
Witness my hand and seal of office, this the 13 day of May, 1986.

BILLY V. COOPER, Clerk

By M. A. Anderson, D.C.

ROW005

79207006WA 8-19-85 ds
S. L. Sethi, et ux
Raksha M. Sethi
006-0-00-W

Do not record above this line

BOOK 215 PAGE 465 01336

WARRANTY DEED

THE STATE OF MISSISSIPPI

County of Madison

INDEXED

For and in consideration of THIRTEEN THOUSAND SIX HUNDRED
THIRTY FIVE AND NO /100. Dollars (\$ 13,635.00)
the receipt of which is hereby acknowledged, I/or we, the undersigned,
hereby grant, bargain, sell, convey and warrant unto the State Highway
Commission of Mississippi, a body corporate by statute, on State
Project No. 79-0024-02-007-10, the following described land:

Begin at the Southwest corner of grantors property; from said
point of beginning run thence North 4° 14' East along the
Westerly line of grantors property, a distance of 10.5 feet to a
point on a line that is parallel with and 35 feet Northerly of
the centerline of survey of State Project No. 79-0024-02-007-10;
thence run North 76° 30' East along said parallel line, a
distance of 103.2 feet to the Easterly line of grantors property;
thence run South 5° 35' East along said Easterly property line, a
distance of 10.1 feet; thence run South 76° 30' West, a distance
of 105.0 feet to the point of beginning, containing 1040.96
square feet or 0.024 acres, more or less, and all being situated
in and a part of the Northwest 1/4 of Section 20, Township 9
North, Range 3 East, City of Canton, Madison County, Mississippi.

THE GRANTOR HEREIN RETAINS AND SHALL REMOVE THE SIGN AND
ANY OTHER IMPROVEMENTS FROM THE ABOVE DESCRIBED LAND
WITHIN 30 DAYS FROM THE DATE HEREOF OR TITLE TO SAID
IMPROVEMENTS SHALL VEST IN THE MISSISSIPPI STATE HIGHWAY
COMMISSION.

W. R. 13

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

It is further understood and agreed that the consideration herein
named is in full, complete and final payment and settlement of any
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 10th Day of APRIL, A. D., 1986.

Jerry P. Knight

S. L. Sethi
Raksha Sethi

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named _____ and wife _____ who acknowledged that _____ signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named _____ and wife _____

who acknowledged that _____ signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of HINDS

Personally appeared before me, the undersigned authority, JERRY L. KNIGHT, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, depose and saith that he saw the within named S. L. SETHI and RAKSHA SETHI, whose names are subscribed hereto, sign and deliver the same to the said State Highway Commission, a body corporate by statute, that he, this affiant, subscribed his name as witness thereto in the presence of the said S. L. SETHI and RAKSHA SETHI on the day and year therein mentioned.

Jerry L. Knight
Affiant

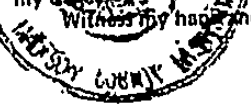
Sworn to and subscribed before me this the 11th day of April, A.D., 1986.

Marnie H. Smith
Notary Public Title
My Commission Expires July 1, 1989

P.C. No. 1143
2-11-11-11
38903

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for recording on this 13 day of May, 1986, at 1:45 o'clock P. M., and was duly recorded on the 13 day of May, 1986, Book No. 215 on Page 465. in my office.



MAY 14 1986, 19____.

BILLY V. COOPER, Clerk

By M. Seal, D.C.

QCD640

BOOK 215 PG 108

79207001QA 3-03-86 ds
Billy V. Cooper

001-0-00-Q

0.1337

Do not record above this line

QUITCLAIM DEED

INDEXED

THE STATE OF MISSISSIPPI

County of Madison

For and in consideration of NINE HUNDRED TWENTY FIVE AND
NO/100 Dollars (\$ 925⁰⁰)

the receipt and sufficiency of which is hereby acknowledged, I/or we,
the undersigned, hereby grant, bargain, sell, convey and quitclaim and
release unto the State Highway Commission of Mississippi, a body
corporate by statute, on State Project No. 79-0024-02-007-10 the
following described land:

Begin at the Northwest corner of grantors property; from said
point of beginning run thence Easterly along the
circumference of a circle to the left having a radius of
873.83 feet, a distance of 81.5 feet to the East line of
grantors property; thence run South 00° 39' West along said
East property line, a distance of 10.3 feet to a point on a
line that is parallel with and 35 feet Southerly of the
centerline of survey of State Project No. 79-0024-02-007-10;
thence run Westerly along said parallel line along the
circumference of a circle to the right having a radius of
883.83 feet, a distance of 45.4 feet to a point that is 35
feet Southerly of and measured radially to the centerline of
survey of said highway project at Station 50 + 50; thence run
South 49° 25' West, a distance of 47.3 feet to a point that
is 60 Southerly of and measured radially to the centerline of
survey of said highway project at Station 50 + 11.9; thence
run North 00° 39' East along the Easterly line of Monroe
Street, a distance of 35.4 feet to the point of beginning,
containing 1,260.45 square feet or 0.029 acres, more or less,
and all being situated in and a part of the Northwest 1/4 of
Section 20, Township 9 North, Range 3 East, City of Canton,
Madison County, Mississippi.

FOR THE SAME CONSIDERATION ABOVE LISTED, GRANTOR COVENANTS
WITH GRANTEE TO REMOVE ANY AND/OR ALL SIGNS FROM THE
ABOVE DESCRIBED LANDS WITHIN 45 DAYS FROM THE DATE
HEREOF OR TITLE TO SAID SIGNS SHALL VEST IN THE MISS.
STATE HIGHWAY COMMISSION.

BVC
4-22-86

~~BOOK 215~~ 215 460

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, complete and final payment and settlement of any 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 of 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 22 Day of APRIL, A. D.,

19 86.

James L. Knight

Billy V. Cooper

BOOK 315 PAGE 470

Billy V. Cooper
001-0-00-Q
Page 3

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority,
in and for the above named jurisdiction, the above named _____

_____ and wife _____
who acknowledged that _____ signed and delivered the foregoing deed
on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____
_____, A. D., 19____.

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority,
in and for the above named jurisdiction, the above named _____

_____ and wife _____
who acknowledged that _____ signed and delivered the foregoing deed
on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____
_____, A. D., 19____.

(PLACE SEAL HERE)

TITLE

TITLE

County of HINDS
Personally appeared before me, the undersigned authority,
TERRY L. KNIGHT, one of the subscribing witnesses to
the foregoing instrument, who being first duly sworn, depose and
saith that he saw the within named BILLY V. COOPER and
 , whose name IS subscribed hereto,
sign and deliver the same to the said State Highway Commission, a body
corporate by statute, that he, this affiant, subscribed his name as
witness thereto in the presence of the said BILLY V. COOPER
 and on the
day and year therein mentioned.

Sworn to and subscribed before me this the 24th day of April, A.D., 1986.

clo chancery clerk office
Canton, MS 39046

STATE OF MISSISSIPPI, County of Madison:
 I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
 for recording in my office this 13 day of May, 1986, at 1:45 o'clock P.M., and
 was duly recorded on the MAY 14 1986, Book No. 215, on Page 468 in
 my office.
 Witness my hand and seal of office, this MAY 14 1986, 19.....
 BILLY V. COOPER, Clerk

BILLY V. COOPER, Clerk
By M. Cooper....., D.C.

ROW 761

BOOK 215 PAGE 472

79207001TB 3-03-86 ds
Billy V. Cooper

01333

001-0-01-T

Do not record above this line

TEMPORARY EASEMENT

INDEXED

THE STATE OF MISSISSIPPI

County of Madison

For and in consideration of TWENTY FIVE AND
NO /100 Dollars (\$ 25⁰⁰)

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.
79-0024-02-007-10, a temporary easement through, over, on and across
the following described land:

Begin at a point that is 35 feet Southerly of and measured
radially to the centerline of survey of State Project No.
79-0024-02-007-10 at Highway Survey Station 50 + 50; from
said point of beginning run thence Easterly along a line that
is parallel with and 35 feet Southerly of the centerline of
said project, a distance of 45.4 feet to the East line of
grantors property; thence run South 00° 39' West along said
East property line, a distance of 15.6 feet; thence run South
76° 13' West, a distance of 42.6 feet to a point that is 52
feet Southerly of and measured radially to the centerline of
survey of said highway project at Station 50 + 50; thence run
North 10° 00' West, a distance of 17.0 feet to the point of
beginning, containing 699.29 square feet or 0.016 acres, more
or less, and all being situated in and a part of the
Northwest 1/4 of Section 20, Township 9 North, Range 3 East,
City of Canton, Madison 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. 79-0024-02-007-10, 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 my signature this 22 day of APRIL,

A.D., 1986.

Jerry L. Knight

Billy V. Cooper

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority,
in and for the above named jurisdiction, the above named _____
_____ and wife _____

who acknowledged that _____ signed and delivered the foregoing deed
on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____

_____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of _____

This day personally appeared before me the undersigned authority,
in and for the above named jurisdiction, the above named _____
_____ and wife _____

who acknowledged that _____ signed and delivered the foregoing deed
on the day and year therein mentioned.

Given under my hand and official seal this the _____ day of _____

_____, A. D., 19____.

TITLE

(PLACE SEAL HERE)

STATE OF MISSISSIPPI

County of LINCOLN

Personally appeared before me, the undersigned authority, JERRY L. KNIGHT, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named BILLY V. COOPER and , whose name subscribed hereto, sign and deliver the same to the said State Highway Commission, a body corporate by statute, that he, this affiant, subscribed his name as witness thereto in the presence of the said BILLY V. COOPER and on the day and year therein mentioned.

Jerry L. Knight
Affiant

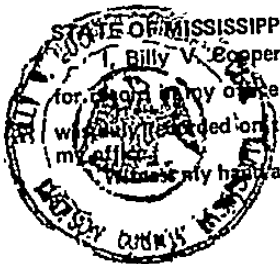
Sworn to and subscribed before me this the 24th day of April, A.D., 1986.



Mamie L. Smith
Notary Public Title

My Commission Expires July 1, 1989

*c/o chancery clerk office
canten, MS 39040*



STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:45 o'clock P. M., and was duly recorded on the day of May, 1986, Book No. 215 on Page 472. in my office.

Witness my hand and seal of office, this the day of , 19 .

BILLY V. COOPER, Clerk

By J. M. Deed, D.C.

E A S E M E N T

FOR AND IN CONSIDERATION OF THE SUM OF Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, I, the undersigned ^(Katherine) KATHERINE GENEVA CLARK, "Grantor" do hereby sell, convey and warrant unto the City of Madison, Mississippi "Grantee" a permanent, perpetual and irrevocable easement and a temporary construction easement, together with perpetual rights of ingress and egress, over and across a parcel of land owned by Grantor for the purpose of installation, construction, operation, maintenance and repair of water distribution lines and appurtenances. The land affected by the grant of this easement is located in the City of Madison, Madison County, Mississippi, and is more particularly described in Exhibit "A".

For the same consideration, Grantor and Grantee agree and covenant that the rights granted hereby are subject to the following terms and conditions.

1. Grantee will bear the financial responsibility for repairing and/or rebuilding any damaged or destroyed improvements existing on any of the property which results from or is a consequence of the granting of this easement.
2. Grantee will promptly and properly fill excavations made and return the property to its original grade, contour and condition.
3. If at any time during or subsequent the construction and installation of the facilities described above, erosion, wash or other similar problems occur on the property, Grantee shall restore the property within sixty (60) days of being notified thereof by Grantor. In the event Grantee fails to take corrective action within sixty (60) days of such notification, Grantor shall have the right

to have the corrective work done and Grantee shall be responsible for paying the reasonable costs thereof.

4. The temporary construction easement conveyed herein will commence upon the execution of this instrument and will terminate twelve (12) months therefrom, or upon the completion of the construction on the subject property, whichever first occurs.

5. The present and subsequent owners of the subject property will have full use of the surface thereof, except that no permanent structures may be constructed on the easement.

6. If the surface of the subject property is at any time disturbed due to the maintenance and/or repair of the facilities constructed on the easement, Grantee will restore the property so affected to substantially its condition prior to such work.

7. Grantee will indemnify Grantor for loss and damage, including attorneys fees, which result from the activities conducted on the easement by the Grantee, its employees, agents, and contractors.

8. Grantee will take such action as is necessary to prevent livestock quartered on that portion of Grantor's property affected by the subject easement, from escaping therefrom, and the Grantee will indemnify Grantor for any and all damage which results from livestock escaping when the escape is the fault of the Grantee, its agents, employees or contractors.

9. Grantee shall close and vacate that certain platted but unopened street running east and west along the south side of Grantor's property which fronts on the west right-of-way line of Jones Street in the City of Madison, said street being 60 feet, more or less, wide. Grantee further agrees to close and vacate that certain twenty foot

alley which runs in a north-south direction and lies to the west of Grantor's house and within the area fenced as the back yard of this house.

Grantor agrees to convey to Grantee a twenty foot alley beginning at the west right-of-way line of Jones Street and running west along and parallel to the south right-of-way line of her property to its western boundary.

WITNESS MY SIGNATURE, this the 21st day April, 1986.

(Kathryn) Katherine Geneva Clark
KATHERINE GENEVA CLARK

Dennis Robinson
Witness

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally came and appeared before me,
Dennis Robinson the subscribing witness to the foregoing instrument, who, being first duly sworn, deposeth and said that he saw the within named Katherine Geneva Clark, whose name is subscribed thereto, sign and deliver the same to the City of Madison; and, this affiant, subscribed her name as a witness thereto in the presence of the said Katherine Geneva Clark.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 21 day of April, 1986.

Jane H. Henderson
Notary Public

My commission expire: _____

My Commission Expires May 15, 1987



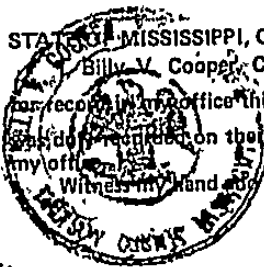
Ten-foot easement off the south side of property located in the NW1, Section 9, T7N, R2E, north of Hoy Road, within the City of Madison, being more particularly described as follows:

A strip of land ten feet in width, along and parallel to the north R.O.W. line of Hoy Road, extending from the west property line of the tract of land on which the Clark family home is situated, westerly along the north R.O.W. line to the west property line of said property. (Approximately to the east line of W. T. Clark, Jr.'s driveway at the north R.O.W. of Hoy Road.)

Also, a temporary construction easement fifteen feet in width along and parallel with the north line of the above described easement.

STATE OF MISSISSIPPI, County of Madison:

Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 13 day of May, 1986, at 1:30 o'clock P.M., and was duly recorded on the 14 day of May, 1986, Book No. 215 on Page 476. in my office.



Witness my hand and seal of office, this the 14 day of May, 1986.

BILLY V. COOPER, Clerk

By *[Signature]*, D.C.

EXHIBIT "A"

01310

INDEXED

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRED MONCLARE, Grantor, the sole and only owner of the following described property by reason of the demise of Mary W. Monclare with whom Grantor owned said property as joint tenants with full rights of survivorship and not as tenants in common, does hereby convey and forever warrant unto C. P. BUFFINGTON, Grantee, the following described real property lying and being situated in the City of Canton, Madison County, Mississippi, to wit:

Lot 7, Westgate Subdivision, situated in the City of Canton, Madison County, Mississippi, a subdivision according to a map or plat thereof on file in Book 4 at page 44 in the records in the office of the Chancery Clerk of Madison County, Mississippi.

WARRANTY OF THIS CONVEYANCE is subject to the following exceptions, to wit:

1. City of Canton, County of Madison ad valorem taxes for the year 1986, which are liens, but are not yet due or payable and which shall be prorated as follows: Grantor: 4/12; Grantee: 8/12.
2. City of Canton, Mississippi, Zoning Ordinance.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities.

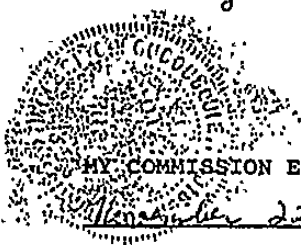
WITNESS MY SIGNATURE on this the 13 day of May, 1986.

Fred Monclare
FRED MONCLARE

STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority
in and for the jurisdiction above stated, the within named
FRED MONCLARE, who stated and acknowledged to me that he did
sign and deliver the above and foregoing instrument on the
date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 13 day
of May, 1986.

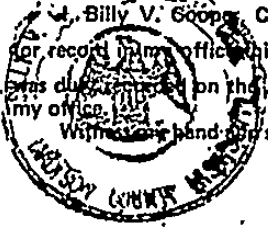


Myrle C. Leavelle
NOTARY PUBLIC

GRANTOR:
Fred Montclare
408 Owens Street
Canton, MS 39046
D1051205

GRANTEE:
C.P. Buffington
P.O. Box 645
Canton, MS 39046

STATE OF MISSISSIPPI, County of Madison:



Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed
for record in my office this 13 day of May, 1986, at 3:45 o'clock P. M., and
was duly recorded on the 14 day of MAY, 1986, Book No. 215 on Page 481 in
my office.
Witness my hand and seal of office, this the 14 day of MAY, 1986.

BILLY V. COOPER, Clerk
By B. V. Cooper, D.C.

0-1311

BOOK 215 PAGE 482

INDEXED

STATE OF MISSISSIPPI
COUNTY OF MADISON

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, the undersigned authority in
and for the jurisdiction above mentioned, COLLINS WOHNER, who
did state on oath as follows, to-wit:

J. M. Pearce and Ruth M. Pearce were conveyed a life estate
in and to an undivided one-fourth (1/4) interest each, by Quitclaim
Deed dated November 23, 1955, a copy of which is attached hereto,
marked Exhibit "A", and made a part hereof by reference.

Catherine P. Shaw and Ezekiel M. Shaw were the remaindermen
as to the aforementioned one-half (1/2) interest. The remaining
undivided one-half (1/2) interest in said land was vested in
Catherine P. Shaw and Ezekiel M. Shaw as shown by the aforementioned
Quitclaim Deed.

That J. M. Pearce and Ruth M. Pearce are both deceased. That
J. M. Pearce died intestate on or about the 26th day of September, 1973,
and that Ruth M. Pearce died intestate on or about the 23rd day of
August, 1956. That Catherine P. Shaw died intestate on or about the
30th day of June, 1970, in Madison County, Mississippi, and at the
time of her death left as her only surviving heirs at law her husband

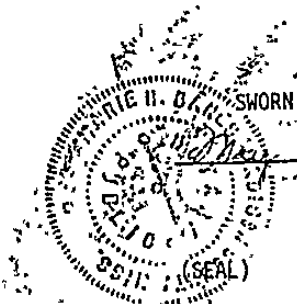
Ezekiel M. Shaw, and her two children, Mary O. Berry and Ruth M. Gross.
Some of the above information is personal knowledge and
AND the affiant further sayeth not. *the other was confirmed by*
records.

THIS the 13th day of May, 1986.

Collins Wohner
COLLINS WOHNER

SWORN TO AND SUBSCRIBED BEFORE ME, this the 13th day of
1986.

Maria H. Bane
NOTARY PUBLIC



My commission expires:

January 31, 1989

BOOK 63 DE 511

STATE OF MISSISSIPPI
COUNTY OF MADISONQUITCLAIM DEED

For and in consideration of natural love and affection, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, I, Mary M. Martin, do hereby convey and quitclaim unto J. M. Pearce, Ruth M. Pearce, Catherine P. Shaw and Ezekiel M. Shaw, the following described land in Madison County, Mississippi, to-wit:

96 acres on the east side of a tract of 118 acres on the south end of the W $\frac{1}{2}$ W $\frac{1}{2}$ of Section 24, and the W $\frac{1}{2}$ E $\frac{1}{2}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and 4.1 acres on the east side of the W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 24, Township 10 North, Range 4 East, containing 160 acres, more or less;

as follows: To J. M. Pearce, a life estate in an undivided one-fourth (1/4) interest, with remainder to Catherine P. Shaw and Ezekiel M. Shaw; To Ruth M. Pearce, a life estate in an undivided one-fourth (1/4) interest, with remainder to Catherine P. Shaw and Ezekiel M. Shaw; To Catherine P. Shaw, an undivided one-fourth (1/4) interest, and to Ezekiel M. Shaw, an undivided one-fourth (1/4) interest.

Grantor reserves all oil, gas and other minerals in, on and under the above described land, together with the rights of ingress and egress for the purposes of exploring for, mining, drilling, transporting, storing, producing and developing said reserved interest.

By this conveyance, life estates are vested in J. M. Pearce and Ruth M. Pearce as to an undivided one-fourth (1/4) interest each, with remainder to Catherine P. Shaw and Ezekiel M. Shaw; and an undivided one-half (1/2) interest in said land is vested in Catherine P. Shaw and Ezekiel M. Shaw, who are the remaindermen upon the deaths of J. M. Pearce and Ruth M. Pearce.

This conveyance is made subject to that certain oil, gas and mineral lease recorded in book 190 at page 25 of the records in the office of the Chancery Clerk for Madison County, Mississippi.

Executed this the 23 day of November, 1955.

Mary M. Martin
Mary M. Martin

Exhibit "A"

BOOK 63 PAGE 512

STATE OF TENNESSEE

COUNTY OF HAMILTON

Personally appeared before me, the undersigned Notary Public in and for said County and State, the within named MARY M. MARLIN, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, and for her act and deed.

Given under my hand and official seal, this 12 day of

November 1955.



[Signature]
Notary Public

My commission expires: Aug 12, 1957



STATE OF MISSISSIPPI, County of Madison:

I, A. C. Alsworth, Clerk of the Chancery Court of said County, certify that the within instrument was filed for record in my office this 12 day of December, 1955, at 11:30 o'clock A.M., and was duly recorded on the 13 day of Dec, 1955, Book No. 63 on Page 54 in my office.

Witness my hand and seal of office, this the 13 of December 1955.
A. C. ALSWORTH, Clerk
By *[Signature]* D. C.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office, this 14 day of May, 1956, at 8:30 o'clock A.M., and was duly recorded on the 14 day of May, 1956, Book No. 215 on Page 482 in my office.

Witness my hand and seal of office, this the 14 day of May, 1956.
BILLY V. COOPER, Clerk
By *[Signature]* D.C.

FIFTH AMENDMENT TO CONSTRUCTION,
OPERATION AND RECIPROCAL
EASEMENT AGREEMENT

01314
INDEXED

THIS FIFTH AMENDMENT, made and entered into as of the 10th day of February, 1986, by and among (a) RIDGELAND ASSOCIATES, a New York limited partnership ("Developer") whose partners are (i) CF JACKSON ASSOCIATES, a New York general partnership, having its principal office c/o Cadillac Fairview Shopping Centers (U.S.) Limited, One North Broadway, White Plains, New York 10601, as general partner, and (ii) Mc RAE'S, INC., a Mississippi corporation, having its principal office at 3455 Highway 80 West, P.O. Box 20080, Jackson, Mississippi 39209 ("McRae's"), as limited partner; (b) D.H. HOLMES COMPANY, LIMITED, a Louisiana corporation, having its principal office at 819 Canal Street, New Orleans, Louisiana 70112 ("D.H. Holmes"); (c) McRae's; (d) J.C. PENNEY PROPERTIES, INC. ("Penney Properties") and J.C. PENNEY COMPANY, INC. ("Penney Company"), both Delaware corporations, having their principal office at 1301 Avenue of the Americas, New York, New York 10019 (Penney Properties and Penney Company are hereinafter collectively referred to as "Penney"), and (e) MERCANTILE PROPERTIES, INC. ("Mercantile") and C.J. GAYFER & COMPANY, INCORPORATED ("Gayfers Stores"), both Delaware corporations, having a mailing address at 500 Rivermont Road, Columbia, South Carolina 29210 (Mercantile and Gayfers Stores are hereinafter sometimes collectively referred to as "Gayfers").

W I T N E S S E T H :

WHEREAS, Developer, D.H. Holmes and McRae's have entered into a Construction, Operation and Reciprocal Easement Agreement, dated as of March 16, 1983, and recorded in Book 186 at Page 295 of the Records of the Chancery Clerk of Madison County, Mississippi (the "Records"), respecting the construction, development and operation of an enclosed mall shopping center in Madison County, Mississippi;

WHEREAS, Developer executed a Supplement to Construction, Operation and Reciprocal Easement Agreement, dated May 5, 1983, and recorded in Book 187 at Page 269 of the Records;

WHEREAS, Developer, D.H. Holmes and McRae's entered into a First Amendment to Construction, Operation and Reciprocal Easement Agreement (the "First Amendment"), dated as of September 26, 1983, and recorded in Book 521 at Page 324 of the Records;

WHEREAS, Developer, D.H. Holmes, McRae's and Penney entered into a Second Amendment to Construction, Operation and Reciprocal Easement Agreement (the "Second Amendment"), dated as of November 28, 1983, and recorded in Book 526 at Page 145 of the Records;

WHEREAS, Developer, D.H. Holmes, McRae's and Penney entered into a Third Amendment to Construction, Operation and Reciprocal Easement Agreement (the "Third Amendment"), dated as of September 14, 1984, and recorded in Book 200 at Page 641 of the Records;

WHEREAS, Developer, D.H. Holmes, McRae's and Penney entered into a Second Supplement to Construction, Operation and Reciprocal Easement Agreement, dated as of September 14, 1984, and recorded in Book 209 at Page 397 of the Records;

WHEREAS, Developer, D.H. Holmes, McRae's, Penney and Gayfers entered into a Fourth Amendment to Construction, Operation and Reciprocal Easement Agreement (the "Fourth Amendment"), dated as of May 22, 1985, and recorded in Book 572 at Page 555 of the Records (the Construction, Operation and Reciprocal Easement Agreement, as so supplemented and amended, is hereinafter referred to as the "COREA"); and

WHEREAS, the parties hereto desire to further amend the COREA in the manner hereinafter provided;

NOW THEREFORE, for and in consideration of Ten and 00/100 (\$10.00) Dollars, the covenants, agreements and restrictions contained in the COREA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. All capitalized terms used and not defined herein shall be deemed to have the respective meanings ascribed to them in the COREA-unless otherwise specifically provided herein.

2. The following exhibits to the COREA are amended as follows: (a) Exhibit A-1 to the COREA, which is the survey (the "Survey") showing the Entire Site, D.H. Holmes Site, McRae's Site, Penney Site, Gayfers Site and Developer Site, is hereby superseded in all respects and replaced by Exhibit A-2 hereto; (b) Exhibit E-1 to the COREA, which is the metes and bounds description of the Developer Site ("Developer Site Description"), is hereby superseded in all respects and replaced by Exhibit E-2 hereto in order to set forth the metes and bounds description of the Developer Site following the conveyance of the Gayfers Site from Developer to Mercantile; (c) Exhibit F-1 to the COREA, which is the Plot Plan of the Entire Site ("Plot Plan"), is hereby superseded in all respects and replaced by Exhibit F-2 hereto in order to delineate each of the Sites on the Plot Plan; and (d) Exhibit J-1 to the COREA, which is the metes and bounds description of the Gayfers Site, is hereby superseded in all respects and replaced by Exhibit J-2 hereto in order to reflect a modification, agreed to by the parties hereto, of such metes and bounds description from the description as it appeared in the Fourth Amendment.

3. All instruments to which Developer is a party which have been recorded in the Records and to which are annexed either the Survey, Developer Site Description and/or Plot Plan, are hereby deemed to be amended by Exhibits A-2, E-2, and/or F-2 hereto, as appropriate.

4. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

5. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective suc-

cessors and assigns and shall be construed and interpreted in accordance with the laws of the State of Mississippi.

6. Except as modified as aforesaid, the COREA is hereby ratified and reaffirmed and shall continue in full force and effect as therein provided.

IN WITNESS WHEREOF, this Amendment has been signed and sealed by the duly authorized representatives of the parties hereto, as of the day, month, and year first above written.

ATTEST:

By: William R. Carl
Title:

ATTEST:

By: _____
Title:

ATTEST:

By: _____
Title:

ATTEST:

By: _____
Title:

ATTEST:

By: _____
Title: Assistant Secretary

RIDGELAND ASSOCIATES

By: CF JACKSON ASSOCIATES,
General Partner

By: CADILLAC FAIRVIEW
SHOPPING CENTER
PROPERTIES (MISSISSIPPI)
INC., General Partner

By: David J. Holmes
Title:
(Corporate Seal)

D.H. HOLMES COMPANY, LIMITED

By: _____
Title:
(Corporate Seal)

Mc RAE'S, INC.

By: _____
Title:
(Corporate Seal)

J.C. PENNEY COMPANY, INC.

By: _____
Title:
(Corporate Seal)

J.C. PENNEY PROPERTIES, INC.

By: _____
Title:
(Corporate Seal)

(Signatures continue with
"Mercantile Properties, Inc."
on following page)

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cessors and assigns and shall be construed and interpreted in accordance with the laws of the State of Mississippi.

6. Except as modified as aforesaid, the COREA is hereby ratified and reaffirmed and shall continue in full force and effect as therein provided.

IN WITNESS WHEREOF, this Amendment has been signed and sealed by the duly authorized representatives of the parties hereto as of the day, month, and year first above written.

RIDGELAND ASSOCIATES

By: CF JACKSON ASSOCIATES,
General Partner

By: CADILLAC FAIRVIEW
SHOPPING CENTER
PROPERTIES (MISSISSIPPI)
INC., General Partner

ATTEST:

By: _____
Title: _____

By: _____
Title: _____
(Corporate Seal)

ATTEST:

By: [Signature]
Title: Asst. Secretary

D.H. HOLMES COMPANY, LIMITED
By: [Signature]
Title: SENIOR VICE PRESIDENT - FINANCE
(Corporate Seal)

ATTEST:

By: _____
Title: _____

Mc RAE'S, INC.
By: _____
Title: _____
(Corporate Seal)

ATTEST:

By: _____
Title: _____

J.C. PENNEY COMPANY, INC.
By: _____
Title: _____
(Corporate Seal)

ATTEST:

By: [Signature]
Title: Assistant Secretary

J.C. PENNEY PROPERTIES, INC.
By: _____
Title: _____
(Corporate Seal)

(Signatures continue with
"Mercantile Properties, Inc."
on following page)

cessors and assigns and shall be construed and interpreted in accordance with the laws of the State of Mississippi.

6. Except as modified as aforesaid, the COREA is hereby ratified and reaffirmed and shall continue in full force and effect as therein provided.

IN WITNESS WHEREOF, this Amendment has been signed and sealed by the duly authorized representatives of the parties hereto as of the day, month, and year first above written.

RIDGELAND ASSOCIATES

By: CF JACKSON ASSOCIATES,
General Partner

By: CADILLAC FAIRVIEW
SHOPPING CENTER
PROPERTIES (MISSISSIPPI)
INC., General Partner

ATTEST:

By: _____
Title: _____

By: _____
Title: _____
(Corporate Seal)

ATTEST:

D.H. HOLMES COMPANY, LIMITED

By: _____
Title: _____

By: _____
Title: _____
(Corporate Seal)

ATTEST:

Mc RAE'S, INC.

By: [Signature]
Title: Secretary

By: [Signature]
Title: _____
(Corporate Seal)

ATTEST:

J.C. PENNEY COMPANY, INC.

By: _____
Title: _____

By: _____
Title: _____
(Corporate Seal)

ATTEST:

J.C. PENNEY PROPERTIES, INC.

By: _____
Title: Assistant Secretary

By: _____
Title: _____
(Corporate Seal)

(Signatures continue with
"Mercantile Properties, Inc."
on following page)

CFJksn5thCOREAAmd/02
HA/cd -- 02/05/86

22050-50260 Real Estate
BOOK 425 PAGE 170

cessors and assigns and shall be construed and interpreted in accordance with the laws of the State of Mississippi.

6. Except as modified as aforesaid, the COREA is hereby ratified and reaffirmed and shall continue in full force and effect as therein provided.

IN WITNESS WHEREOF, this Amendment has been signed and sealed by the duly authorized representatives of the parties hereto as of the day, month, and year first above written.

RIDGELAND ASSOCIATES

By: CF JACKSON ASSOCIATES,
General Partner

By: CADILLAC FAIRVIEW
SHOPPING CENTER
PROPERTIES (MISSISSIPPI)
INC., General Partner

ATTEST:

By: _____
Title: _____

By: _____
Title: _____
(Corporate Seal)

ATTEST:

D.H. HOLMES COMPANY, LIMITED

By: _____
Title: _____

By: _____
Title: _____
(Corporate Seal)

ATTEST:

Mc RAE'S, INC.

By: _____
Title: _____

By: _____
Title: _____
(Corporate Seal)

ATTEST:

J.C. PENNEY COMPANY, INC.

By: _____
Title: _____
SECRETARY

By: _____
Title: _____
(Corporate Seal)

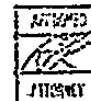


ATTEST:

J.C. PENNEY PROPERTIES, INC.

By: _____
Title: Assistant Secretary

By: _____
Title: _____
(Corporate Seal)



(Signatures continue with
"Mercantile Properties, Inc."
on following page)

CFJksn5thCOREAAmd/02
HA/cd -- 02/05/86

22050-50260

Real Estate

BOOK 215 PAGE 491

ATTEST:

By: [Signature]
Title: Secretary

ATTEST:

By: [Signature]
Title: Secretary

MERCANTILE PROPERTIES, INC.

By: [Signature]
Title: [Signature]
(Corporate Seal)

C.J. GAYFER & COMPANY, INCORPORATED

By: [Signature]
Title: Vice-President
(Corporate Seal)



CFJksn5thCOREAAmd/02
HA/cd -- 02/05/86

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Real Estate

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SCHEDULE OF EXHIBITS

<u>Exhibit A-2</u>	-	Revised Entire Site Survey (superseding <u>Exhibit A-1</u>)
<u>Exhibit E-2</u>	-	Developer Site Metes and Bounds Description (superseding <u>Exhibit E-1</u>)
<u>Exhibit F-2</u>	-	Revised Plot Plan (superseding <u>Exhibit F-1</u>)
<u>Exhibit J-2</u>	-	Gayfers Site Metes and Bounds Description (superseding <u>Exhibit J-1</u>)

BOOK 215 PAGE 493

STATE OF NEW YORK)
COUNTY OF Westchester) ss.:

I HEREBY CERTIFY that on this 5th day of March, 1985, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared David T. Schwartz to me known to be the person described in and who executed the foregoing instrument as a (Vice) President of CADILLAC FAIRVIEW SHOPPING CENTER PROPERTIES (MISSISSIPPI) INC., acting in its capacity as general partner of CF Jackson Associates, a general partnership, acting in its capacity as general partner of Ridgeland Associates, a limited partnership, and he acknowledged before me that he executed the same as such officer in such capacity on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Rose Stern
Notary Public

ROSE STERN
Notary Public State of New York
No. 1-35323
Qualified in Putnam County
Commission Expires March 30, 1986

My Commission expires on _____

STATE OF LOUISIANA)
PARISH OF _____) ss.:

I HEREBY CERTIFY that on this _____ day of _____, 1985, before me, an officer duly authorized in the State and Parish aforesaid to take acknowledgements, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument as (Vice) President of D. H. HOLMES COMPANY, LIMITED, and (s)he acknowledged before me that (s)he executed the same as such officer in the name and on behalf of said Corporation on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission expires on _____

CFJKsn5thCOREAAmd/02
HA/cd -- 02/05/86

22050-50260

Real Estate

BOOK 215 PAGE 494

STATE OF NEW YORK)
) ss.:
COUNTY OF)

I HEREBY CERTIFY that on this _____ day of _____, 1985, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument as a (Vice) President of CADILLAC FAIRVIEW SHOPPING CENTER PROPERTIES (MISSISSIPPI) INC., acting in its capacity as general partner of CF Jackson Associates, a general partnership, acting in its capacity as general partner of Ridgeland Associates, a limited partnership, and he acknowledged before me that he executed the same as such officer in such capacity on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

My Commission expires on _____.

STATE OF LOUISIANA)
) ss.:
PARISH OF ORLEANS)

I HEREBY CERTIFY that on this 3rd day of March, 1985, before me, an officer duly authorized in the State and Parish aforesaid to take acknowledgements, personally appeared James E. Ammon, to me known to be the person described in and who executed the foregoing instrument as (Vice) President of D. H. HOLMES COMPANY, LIMITED, and (s)he acknowledged before me that (s)he executed the same as such officer in the name and on behalf of said Corporation on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Kathleen S. Plumer
Notary Public

My Commission expires on FOR LIFE.

CFJksn5thCOREAAmd/02 -
HA/cd -- 02/05/86

22050-50260

Real Estate

BOOK 215 PAGE 405

STATE OF MISSISSIPPI)
COUNTY OF Hinds) ss.:

I HEREBY CERTIFY that on this 4th day of March, 1986, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Richard D. McRae, to me known to be the person described in and who executed the foregoing instrument as Chairman of Mc RAE'S, INC., and ~~he~~ acknowledged before me that ~~he~~ executed the same as such officer in the name and on behalf of said Corporation on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Jessie H. Atkins
Notary Public



Commission expires on 10-1-88


BOOK 215 PAGE 406

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this 11th day of March, 1986, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared E. E. AMON, JR.

, to me known to be the person described in and who executed the foregoing instrument as Vice President of J. C. PENNEY COMPANY, INC., and he acknowledged before me that he executed the same as such officer in the name and on behalf of said Corporation on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


DONNA M. HIRSCH Notary Public
NOTARY PUBLIC, State of New York
No. 41-6425718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1986


My Commission expires on

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

I HEREBY CERTIFY that on this 11th day of March, 1986, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared E. E. AMON, JR.

, to me known to be the person described in and who executed the foregoing instrument as Vice President of J. C. PENNEY PROPERTIES, INC., and (he acknowledged before me that he executed the same as such officer in the name and on behalf of said Corporation on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.


DONNA M. HIRSCH Notary Public
NOTARY PUBLIC, State of New York
No. 41-632-718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1986

My Commission expires on

CFJksn5thCOREAamd/02
HA/cd -- 02/05/86

22050-50260

Real Estate

BOOK 215 PAGE 107

STATE OF NJ)
COUNTY OF Bergen) ss.:

I HEREBY CERTIFY that on this 23rd day of April, 1986, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared [Signature], to me known to be the person described in and who executed the foregoing instrument as [Signature] of MERCANTILE PROPERTIES, INC., and (s)he acknowledged before me that (s)he executed the same as such officer in such capacity on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Catherine K. Winberry
Notary Public

My Commission expires on CATHERINE K. WINBERRY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 25, 1989

STATE OF NJ)
COUNTY OF Bergen) ss.:

I HEREBY CERTIFY that on this 23rd day of April, 1986, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared [Signature], to me known to be the person described in and who executed the foregoing instrument as Vice-President of C.J. GAFFER & COMPANY, INCORPORATED, and (s)he acknowledged before me that (s)he executed the same as such officer in such capacity on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Catherine K. Winberry
Notary Public

My Commission expires on CATHERINE K. WINBERRY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 25, 1989

BOOK 215 PAGE 408

Park Real Estate Company, a Mississippi general partnership, as record owner and landlord of the McRae's, Inc. parcel, pursuant to a Warranty Deed recorded in Book 193 at Page 484, of the Records of Madison County, Mississippi, consents to the making of this Amendment.

ATTEST:

PARK REAL ESTATE COMPANY

By: _____

By: Richard D. McRae

Dated: March 4, 198⁶

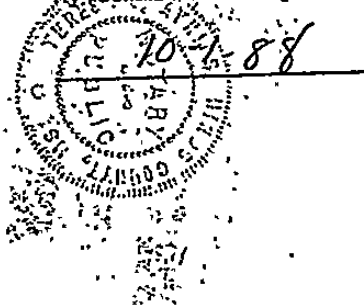
STATE OF MISSISSIPPI)
 : ss.:
COUNTY OF HINDS)

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Richard D. McRae, who acknowledged that he is a Partner of PARK REAL ESTATE COMPANY, a Mississippi general partnership, and that for and on behalf of said partnership he signed, executed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this the 4th day of March, 1985.

James H. Atkins
NOTARY PUBLIC

My Commission Expires:



CFJksn5thCOREAAmd/02
HA/cd -- 02/05/86

22050-50260

Real Estate

BOOK 215 PAGE 499

Vance Ridgeland Associates, Ltd., a Texas limited partnership, as record owner and landlord of the D.H. Holmes department store building, pursuant to a Warranty Deed recorded in Book 197 at Page 353, of the Records of Madison County, Mississippi, consents to the making of this Amendment.

ATTEST:

VANCE RIDGELAND ASSOCIATES, LTD.

C. Haysel Andrews

By: RMI Partners,
Its General Partner

By: Curt Hays

Dated: March 27, 1986

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Carl E. Loff, who acknowledged that he is a Partner of RMI Partners, a Texas limited partnership, and that for and on behalf of said partnership he signed, executed and delivered this instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this the 27th day of March, 1986.

Diana Gizzi
NOTARY PUBLIC

My Commission Expires:

DIANA GIZZI
NOTARY PUBLIC, State of New York
No. 03-462322
Qualified in Dutchess County
Commission Expires March 30, 1987

Bankers Life Company, an Iowa Corporation, as beneficiary of that certain Deed of Trust, dated as of June 2, 1984; by D.H. Holmes Company, Limited, and Vance Ridgeland Associates, Ltd., collectively, as Grantor, to Calvin L. Wells, as Trustee, which Deed of Trust was recorded in Book 537 at Page 729, of the Records of Madison County, Mississippi, consents to the making of, and agrees that the lien and priority of the aforesaid Deed of Trust shall be subject and subordinate to, this Amendment.

BANKERS LIFE COMPANY

Dated: April 30, 1986

By: [Signature]

By: Karen E. Shaff

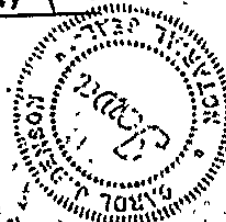
STATE OF IOWA)
COUNTY OF POLK) SS.:

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, David P. Elingson and Karen E. Shaff, who acknowledged that they are respectively Counsel and Assistant Counsel of Bankers Life Company, and that for and on behalf of said corporation, they signed, executed and delivered this instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 30th day of April, 1986.

Carol J. Benson
NOTARY PUBLIC

My Commission Expires:



BOOK 215 PAGE 501

Colton Leasing Corporation, a Texas corporation, as lessee of the D.H. Holmes department store building and the land upon which it is situated, pursuant to a lease, dated as of June 2, 1984, from Vance Ridgeland Associates, Ltd., consents to the making of this Amendment.

ATTEST:

COLTON LEASING CORPORATION

C. Stanley Anderson Jr.

By: [Signature]

Dated: March 27, 1986

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Robert F. Cassatt Jr., who acknowledged that he is President of Colton Leasing Corporation, and that for and on behalf of said corporation, he signed, executed and delivered this instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 27th day of March, 1986.

Diana Gizzi
NOTARY PUBLIC

My Commission Expires:

DIANA GIZZI
NOTARY PUBLIC State of New York
No. 03-162-322
Qualified in Dutch County
Commission Expires March 30, 1987

CFJksn5thCOREAAmd/02
HA/cd -- 02/05/86

22050-50260

Real Estate

BOOK 215 PAGE 502

Vance Ridgeland Associates, Ltd., a Texas limited partnership, as lessee of the D.H. Holmes Site, pursuant to a lease, dated July 1, 1984, from D.H. Holmes Company, Limited, consents to the making of this Amendment.

VANCE RIDGELAND ASSOCIATES, LTD.

ATTEST:

C. Haysler Anderson Jr.

By: RMI Partners,
its General Partner

By: Carl G. Loop

Dated: March 27, 1986

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Carl G. Loop, who acknowledged that he is a Partner of RMI Partners, a Texas general partnership, acting in its capacity as general partner of the partnership, and that for and on behalf of said partnership he signed, executed and delivered this instrument on the day and year therein mentioned.

GIVEN under my hand and seal of office, this 27th day of March, 1986.

Diana Gizzi
NOTARY PUBLIC

My Commission Expires:

DIANA GIZZI
NOTARY PUBLIC, State of New York
No. 03-4622322
Qualified in Bronx County
Commission Expires March 30, 1987

BOOK 215 PAGE 503

Deposit Guaranty National Bank as beneficiary of that certain Deed of Trust, dated March 9, 1984, by Park Real Estate Company, as Grantor, to Robert G. Barnett, as Trustee, which Deed of Trust was recorded in Book 529 at Page 587, of the Records of the Chancery Clerk of Madison County, Mississippi, consents to the making of, and agrees that the lien and priority of the aforesaid Deed of Trust shall be subject and subordinate to, this Amendment.

Attest: DEPOSIT GUARANTY NATIONAL BANK
By: Edmund P. Buchanan Title: A. C. P.
By: Robert G. Henderson Title: J. P.

Dated: March 6, 1986

STATE OF Mississippi)
COUNTY OF Hinds) ss.:

I HEREBY CERTIFY that on this 6th day of March, 1986, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Robert G. Henderson, Jr., to me known to be the person described in and who executed the foregoing instrument as Vice President of DEPOSIT GUARANTY NATIONAL BANK, and ~~(s)~~he acknowledged before me that ~~(s)~~he executed the same as such officer in such capacity on the day and year therein mentioned.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Teresa H. Atkins
Notary Public



My Commission expires on 10-1-88

BOOK 215 PAGE 504

Teachers Retirement System of Texas, as beneficiary of that certain Deed of Trust, dated October 25, 1984, by Ridge-land Associates, as Grantor, to Fred H. Dunlop, as Trustee, which Deed of Trust was recorded in Book 547 at Page 118, of the Records of Madison County, Mississippi, consents to the making of, and agrees that the lien and priority of the aforesaid Deed of Trust shall be subordinate to, this Amend-ment.

TEACHERS RETIREMENT SYSTEM
OF TEXAS

Dated: 3/31, 1986

By: [Signature]

STATE OF TEXAS)

COUNTY OF TRAVIS)

ss.: .

THIS DAY personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid DE W. VERRONE who acknowledged that (s)he is the ASST. INV. of Teachers Retirement System of Texas, and that for and on behalf of said entity, (s)he signed, executed and delivered this instrument on the day and year therein men- tioned.

GIVEN under my hand and seal of office, this 1st day of APRIL, 1986.

Marguerite Cole
NOTARY PUBLIC

My Commission Expires:

3/18/89

Book 215 Page 505

Folder

NORTH PARK SHOPPING CENTER
DEVELOPER SITE

A parcel situated in Lots 3 through 8, Block 33, and Lots 2 through 7, Block 35, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of Madison County, Mississippi, and more particularly described as follows:

Beginning at an iron pin marking the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run thence North 89 degrees 56 minutes 57 seconds East, 1289.03 feet to a point; run thence South 00 degrees 23 minutes 03 seconds East, 420.05 feet; run thence North 89 degrees 58 minutes 37 seconds West, 852.79 feet; run thence South 00 degrees 02 minutes 30 seconds West, 1531.30 feet; run thence South 89 degrees 56 minutes 20 seconds West, 27.44 feet; run thence North 87 degrees 46 minutes 31 seconds West, 300.86 feet; run thence South 89 degrees 56 minutes 20 seconds West, 739.38 feet; run thence North 89 degrees 56 minutes 11 seconds West, 250.53 feet; run thence South 89 degrees 56 minutes 20 seconds West, 275.19 feet; run thence North 89 degrees 12 minutes 35 seconds West, 85.65 feet; run thence North 44 degrees 57 minutes 44 seconds West, 57.31 feet; run thence North 30 degrees 42 minutes 54 seconds West, 126.60 feet; run thence North 00 degrees 08 minutes 54 seconds West, 25.97 feet; run thence North 06 degrees 41 minutes 51 seconds East, 205.22 feet; run thence North 00 degrees 08 minutes 43 seconds West, 100.72 feet; run thence North 04 degrees 43 minutes 51 seconds East, 868.33 feet; run thence North 00 degrees 08 minutes 52 seconds East, 150.16 feet; run thence North 08 degrees 55 minutes 31 seconds East, 295.00 feet; run thence North 89 degrees 47 minutes 39 seconds West, 153.10 feet; run thence North 89 degrees 03 minutes 32 seconds East, 1300.27 feet; run thence South 00 degrees 00 seconds East, 327.26 feet to the Point of Beginning, containing 95.024 acres, more or less.

Less and except therefrom the following four (4) parcels:

1. A parcel situated in Lot 7, Block 33, Lots 2, 3, 6 and 7 in Block 35, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of Madison County, Mississippi, more particularly described as follows:

Commence at the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state and run North 89 degrees 56 minutes 57 seconds East, 1289.03 feet to a point;

run thence South 00 degrees 23 minutes 03 seconds East,
 420.05 feet; run thence North 89 degrees 08 minutes 37
 seconds West, 832.79 feet; run thence South 00 degrees 02
 minutes 30 seconds West, 150.40 feet; run thence North 89
 degrees 57 minutes 30 seconds West, 64.19 feet to a point
 which is the Point of Beginning for the property herein
 described; run thence along the following courses, which are
 to be the back side of the curb of a proposed Ring Road, to-
 wit: run thence South 00 degrees 02 minutes 00 seconds
 West, 171.80 feet to the beginning of a curve; run thence
 Southerly, clockwise along the arc of said curve, 138.36
 feet to a point, said curve having a radius of 377.50 feet
 and a chord bearing and distance of South 04 degrees 05
 minutes 17 seconds West, 138.24 feet; run thence Southerly
 counterclockwise along the arc of a curve, 144.73 feet to
 the Point of Tangency, said curve having a radius of 1022.50
 feet and a chord bearing and distance of South 04 degrees 05
 minutes 17 seconds West, 144.61 feet; run thence South 00
 degrees 02 minutes 00 seconds West, 191.66 feet to the
 beginning of a curve; run thence Southwesterly, clockwise
 along the arc of said curve, 217.79 feet to the Point of
 Tangency, said curve having a radius of 277.50 feet and a
 chord bearing and distance of South 22 degrees 31 minutes 00
 seconds West, 212.24 feet; run thence South 45 degrees 00
 minutes 00 seconds West, 322.56 feet to the beginning of a
 curve; run thence Southwesterly, clockwise along the arc of
 said curve, 119.64 feet to the Point of Tangency, said curve
 having a radius of 152.50 feet and a chord bearing and
 distance of South 67 degrees 28 minutes 29 seconds West,
 116.60 feet; run thence South 89 degrees 57 minutes 00
 seconds West, 132.44 feet; run thence along the following
 courses, which are no longer the back side of the curb of a
 proposed Ring Road, to-wit: run thence North 45 degrees 00
 minutes 00 seconds West, 382.32 feet; run thence North 45
 degrees 00 minutes 00 seconds East, 276.00 feet; run thence
 North 45 degrees 00 minutes 00 seconds West, 123.17 feet;
 run thence North 45 degrees 00 minutes 00 seconds East,
 244.00 feet; run thence South 45 degrees 00 minutes 00
 seconds East, 106.25 feet; run thence North 45 degrees 00
 minutes 00 seconds East, 456.89 feet to the Point of Beginning,
 containing 502,630 square feet or 11.529 acres, more or
 less.

- II. A parcel situated in Lots 3, 4, 5, Block 35, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the aforesaid office of the Chancery Clerk of Madison County, Mississippi and more particularly described as follows:

Commence at the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state, and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to a point; run thence South 89 degrees 47 minutes 32 seconds West, 1300.27 feet to a point; run thence South 03 degrees 55 minutes 09 seconds East, 153.10 feet; South 00 degrees 00 minutes 51 seconds West, 295.00 feet; South 04 degrees 43 minutes 52 seconds West, 150.16 feet; South 00 degrees 08 minutes 51 seconds West, 818.0 feet to the Point of Beginning for the property herein described; run thence South 89 degrees 51 minutes 09 seconds East, 121.53 feet to a point on a nontangent curve; run thence along the following courses, which are to be the back side of the curb of a proposed Ring Road to-wit: run thence Northerly, clockwise along the arc of said curve 121.00 feet, said curve having a radius of 1027.50 feet and a chord bearing and distance of North 11 degrees 31 minutes 10 seconds West, 120.93 feet; run thence Northerly, clockwise along the arc of a curve, 284.74 feet, said curve having a radius of 1591.07 feet and a chord bearing and distance of North 03 degrees 01 minutes 22 seconds West, 284.35 feet; run thence North 02 degrees 06 minutes 15 seconds East, 18.88 feet; run thence along the following courses which are no longer the back side of the curb of a proposed Ring Road, to-wit: run thence East, 355.49 feet; run thence South 45 degrees 00 minutes 00 seconds East, 570.07 feet; run thence South 45 degrees 00 minutes 00 seconds West, 274.16 feet; run thence South 45 degrees 00 minutes 00 seconds East, 17.50 feet; run thence South 45 degrees 00 minutes 00 seconds West, 386.50 feet to a point in a nontangent curve; run thence Northwesterly, clockwise along the arc of a curve, 229.49 feet, said curve to be the back side of the curb of a proposed Ring Road, said curve having a radius of 1027.50 feet and a chord bearing and distance of North 39 degrees 04 minutes 27 seconds West, 229.01 feet; run thence South 55 degrees 08 minutes 57 seconds West, 112.86 feet to the beginning of a curve; run thence Southwesterly, clockwise along the arc of said curve, 89.45 feet to a point, said curve having a radius of 211.00 feet and a chord bearing and distance of South 67 degrees 17 minutes 35 seconds West, 88.78 feet; run thence Northwesterly, clockwise along the arc of a curve, 70.31 feet, said curve

having a radius of 40.00 feet and a chord bearing and distance of North 50 degrees 13 minutes 22 seconds West 61.60 feet; run thence North 89 degrees 51 minutes 09 seconds West, 16.81 feet; run thence North 00 degrees 08 minutes 51 seconds East, 200.63 feet; run thence North 06 degrees 41 minutes 43 seconds West, 100.72 feet; run thence North 00 degrees 08 minutes 51 seconds East, 49.43 feet to the Point of Beginning, containing 178,380 square feet or 10.982 acres, more or less.

Less and except therefrom the following property which constitutes a portion of said proposed Ring Road, to-wit:

Beginning at the Point of Beginning of the hereinbefore described property and run thence South 89 degrees 51 minutes 09 seconds East, 75.00 feet to a point which is the Point of Beginning of the property herein described and excepted from the property hereby being conveyed:

From said Point of Beginning, run Southeasterly, counter-clockwise along the arc of a curve 328.16 feet to the beginning of a curve to the right; said curve having a central angle of 17 degrees 51 minutes 53 seconds and a chord bearing and distance of South 23 degrees 00 minutes 55 seconds East, 326.89 feet; run thence Southerly clockwise along the arc of a curve 20.37 feet, to the Southern boundary of the hereinabove described property, said curve having a central angle of 39 degrees 33 minutes 20 seconds and a chord bearing and distance of South 11 degrees 57 minutes 31 seconds East, 19.96 feet; run thence North 55 degrees 08 minutes 57 seconds East, along said Southern boundary of the hereinabove described property, 51.97 feet; run thence Northwesterly, clockwise along the arc of a curve, 318.82 feet to a point, said curve having a central angle of 17 degrees 46 minutes 41 seconds and a chord bearing and distance of North 23 degrees 47 minutes 02 seconds West, 317.54 feet; run thence North 89 degrees 51 minutes 09 seconds West, along the boundary of the hereinabove described property, 46.83 feet to the Point of Beginning, said parcel being situated in Lots 4 and 5, Block 35, of aforesaid Highland Colony Subdivision, Ridgeland, Madison County, Mississippi and containing 15,012 square feet or 0.345 acres more or less.

III. A parcel situated in Lots 3, 4, 5, and 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi as recorded in Plat Book 1 at Page 6 in the aforesaid office of the Chancery Clerk of Madison County, Mississippi and more particularly described as follows:

Commence at the Northeast corner of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said county and state; and run North 00 degrees 03 minutes 00 seconds West, 327.26 feet to a point; run thence South 89 degrees 47 minutes 32 seconds West, 1300.27 feet to a point; run thence South 08 degrees 55 minutes 09 seconds East, 153.10 feet; run thence South 00 degrees 08 minutes 51 seconds West, 295.00 feet; run thence South 04 degrees 43 minutes 52 seconds West, 150.16 feet; run thence South 00 degrees 08 minutes 51 seconds West, 287.88 feet to a point; run thence East, 85.74 feet to a point on the back side of the curb of a proposed Ring Road and the Point of Beginning for the property herein described; run thence along said back side of the curb of a proposed ring road the following courses and distances: run thence North 02 degrees 06 minutes 15 seconds East, 284.67 feet; run thence North 06 degrees 19 minutes 35 seconds East, 126.13 feet to the beginning of a curve to the right; run thence Northeasterly, clockwise along the arc of said curve, 71.21 feet to the Point of Tangency, said curve having a radius of 105.50 feet and a chord bearing and distance of North 25 degrees 39 minutes 46 seconds East, 69.87 feet; run thence North 45 degrees 00 minutes 00 seconds East, 158.08 feet to the beginning of a curve to the right; run thence Northeasterly, clockwise along the arc of a curve, 78.39 feet to the Point of Tangency, said curve having a radius of 105.50 feet and a chord bearing and distance of North 65 degrees 28 minutes 15 seconds East, 73.79 feet; run thence North 85 degrees 56 minutes 28 seconds East, 137.54 feet; run thence North 89 degrees 47 minutes 32 seconds East, 290.42 feet to the beginning of a curve to the right; run thence easterly, clockwise along the arc of said curve, 79.47 feet to a point, said curve having a radius of 236.50 feet and a chord bearing and distance of South 80 degrees 34 minutes 53 seconds East, 79.10 feet; leaving the back side of the curb of the proposed Ring Road; run thence South, 65.00 feet to a point; run thence West, 27.30 feet to a point; run thence South, 273.10 feet to a point; run thence South 45 degrees 00 minutes 00 seconds West, 398.18 feet to a point; run thence North 84 degrees 38 minutes 53 seconds West, 70.53 feet to a point; run thence West, 359.89 feet back to the Point of Beginning, containing 382,266 square feet or 8.776 acres, more or less.

NORTH PARK SHOPPING CENTER
GAYPERS

IV. Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State; and run South 63 degrees 14 minutes 08 seconds West, 53.33 feet to a point on the Southern right-of-way line of a proposed Ring Road and the Point of Beginning of the property herein described.

From the Point of Beginning run counterclockwise along the arc of a circular curve on said Southern right-of-way line, 176.03 feet, said curve having a central angle of 26 degrees 09 minutes 46 seconds and a chord bearing and distance of South 54 degrees 23 minutes 22 seconds East, 174.50 feet; run thence clockwise along a circular curve, 116.54 feet, said curve having a central angle of 33 degrees 28 minutes 15 seconds and a chord bearing and distance of South 50 degrees 44 minutes 08 seconds East, 114.89 feet; run thence South 34 degrees 00 minutes 00 seconds East, 195.11 feet; run thence South 45 degrees 00 minutes 00 seconds West, 195.28 feet; run thence South 45 degrees 00 minutes 00 seconds East, 30.75 feet; run thence South 45 degrees 00 minutes 00 seconds West, 334.68 feet; run thence North 45 degrees 00 minutes 00 seconds West, 137.75 feet; run thence West, 82.61 feet; run thence North 45 degrees 00 minutes 00 seconds West, 290.17 feet; run thence North 45 degrees 00 minutes 00 seconds East, 51.68 feet; run thence clockwise along a circular curve, 8.21 feet, said curve having a central angle of 31 degrees 21 minutes 33 seconds and a chord bearing and distance of North 60 degrees 40 minutes 47 seconds East, 8.11 feet; run thence counterclockwise along a circular curve, 38.31 feet, said curve having a central angle of 31 degrees 21 minutes 33 seconds and a chord bearing and distance of North 60 degrees 40 minutes 47 seconds East, 37.84 feet; run thence North 45 degrees 00 minutes 00 seconds East, 19.05 feet; run thence North, 446.98 feet to a point on the aforementioned Southern right-of-way of a proposed Ring Road; run thence North 89 degrees 47 minutes 32 seconds East, along said Southern right-of-way, 108.55 feet; run thence clockwise along a circular curve on said Southern right-of-way, 225.74 feet, said curve having a central angle of 48 degrees 53 minutes 59 seconds and a chord bearing and distance of South 65 degrees 45 minutes 29 seconds East, 218.95 feet, and back to the Point of Beginning, a parcel situated in the Southeast One-Quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and containing 358,154 square feet or 8.222 acres, more or less.

NORTH PARK SHOPPING CENTER
SALEPERS

Commence at the Northeast Corner, as marked by an iron pin, of Lot 6, Block 33, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, as recorded in Plat Book 1 at Page 6 in the office of the Chancery Clerk of said County and State, and run South 63 degrees 14 minutes 08 seconds West, 53.33 feet to a point on the Southern right-of-way line of a proposed Ring Road and the Point of Beginning of the property herein described:

From the Point of Beginning run counterclockwise along the arc of a circular curve on said Southern right-of-way line, 176.03 feet, said curve having a central angle of 26 degrees 09 minutes 46 seconds and a chord bearing and distance of South 54 degrees 23 minutes 22 seconds East, 174.50 feet; run thence clockwise along a circular curve, 116.54 feet, said curve having a central angle of 33 degrees 28 minutes 15 seconds and a chord bearing and distance of South 50 degrees 44 minutes 08 seconds East, 114.89 feet; run thence South 34 degrees 00 minutes 00 seconds East, 195.11 feet; run thence South 45 degrees 00 minutes 00 seconds West, 195.28 feet; run thence South 45 degrees 00 minutes 00 seconds East, 30.75 feet; run thence South 45 degrees 00 minutes 00 seconds West, 334.68 feet; run thence North 45 degrees 00 minutes 00 seconds West, 137.75 feet; run thence West, 82.61 feet; run thence North 45 degrees 00 minutes 00 seconds West, 290.17 feet; run thence North 45 degrees 00 minutes 00 seconds East, 51.68 feet; run thence clockwise, along a circular curve, 8.21 feet, said curve having a central angle of 31 degrees 21 minutes 33 seconds and a chord bearing and distance of North 60 degrees 40 minutes 47 seconds East, 8.11 feet; run thence counterclockwise, along a circular curve, 38.31 feet, said curve having a central angle of 31 degrees 21 minutes 33 seconds and a chord bearing and distance of North 60 degrees 40 minutes 47 seconds East, 37.84 feet; run thence North 45 degrees 00 minutes 00 seconds East, 19.05 feet; run thence North, 446.98 feet to a point on the aforementioned southern right-of-way of a proposed Ring Road; run thence North 89 degrees 47 minutes 32 seconds East, along said Southern right-of-way, 108.55 feet; run thence clockwise, along a circular curve on said Southern right-of-way, 225.74 feet, said curve having a central angle of 48 degrees 53 minutes 59 seconds and a chord bearing and distance of South 65 degrees 45 minutes 29 seconds East, 218.95 feet, and back to the Point of Beginning, a parcel situated in the Southeast One-Quarter (SE 1/4) of Section 31, Township 7 North, Range 2 East, Ridgeland, Madison County, Mississippi and containing 358,154 square feet or 8.222 acres, more or less.

STATE OF MISSISSIPPI, County of Madison:

I, Billy V. Cooper, Clerk of the Chancery Court of Said County, certify that the within instrument was filed for record in my office this 14 day of May, 1986, at 9:00 o'clock A.M., and was duly recorded on the 14 day of May, 1986, Book No. 215 on Page 485 in my office.

Witness my hand and seal of office, this the 14 day of May, 1986.

BILLY V. COOPER, Clerk

By *B. V. Cooper*, D.C.

EXHIBIT J-2