

**AGREEMENT REGARDING MAINTENANCE OF DRAINAGE EASEMENT AND
DETENTION POND**

WHEREAS, Landmark of Madison, LLC, a Mississippi limited liability company (the "Developer"), is the developer of a multi-phase, single-family residential development located in Madison County, Mississippi and commonly referred to as Providence;

WHEREAS, Providence is subject to a Declaration of Covenants, Conditions and Restrictions recorded in the land records of the office of the Chancery Clerk of Madison County, Mississippi, and which has been supplemented and amended from time to time (collectively, the "Declaration");

WHEREAS, pursuant to the Declaration there was created and currently exists a non-profit corporation entitled Providence Property Owner's Association, Inc., a Mississippi non-profit corporation (the "Association"), which was created for the purposes of the management and control of the common areas of the Providence subdivision, the management and control of the property rights of the homeowners of Providence and for other purposes related to the care and maintenance of Providence, all as set forth in the Declaration;

WHEREAS, the Developer, in connection with the development of Providence, was granted and conveyed a perpetual non-exclusive easement (the "Easement") for the construction and maintenance of a drainage easement and detention pond over, upon and across certain adjacent property located in Madison County, Mississippi, said Easement property being more particularly described in the attached deed and being shown on the attached plat or drawing (the "Easement Area");

WHEREAS, the Easement serves Providence and allows for the proper flow and drainage of storm water from the subdivision to the detention pond located within the Easement Area;

WHEREAS, the purpose of this Agreement is to memorialize the obligations of the parties as related to the Easement and the Easement Area.

NOW, THEREFORE, for the above premises considered, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby agree as follows:

1. The Developer shall maintain the Easement and the Easement Area, and make any necessary repairs to same so as to assure its continued function, until such time as the final road surface of the final phase of the Providence subdivision is installed and completed. In other words, the Developer shall maintain the Easement and the Easement Area until such time as the subdivision is complete and the Developer has no other duties or responsibilities regarding Providence. At such time, the Easement and the maintenance of same shall be formally conveyed and turned over to the Association. At such time, and from that point forward, the Association shall be solely responsible for the care and maintenance of the Easement and the Easement Area in the same manner as it is responsible for all other common area of the Association. The Developer will have no further duties or obligations as to the Easement. The Developer shall send formal written notice to the Association at the time the Association's duties are to commence.

2. The Easement Area and detention pond located thereon were originally intended only for the use of and by the Providence development and its homeowners. If in the future the Easement Area is used by other developments, then at such time the Association may enter into an agreement with the other users regarding the proration of the expenses of maintenance of the Easement Area based on the relative acreage of the subdivisions or developments using the

Easement Area, with the intent being that the Association shall only be responsible for its prorata share of the costs associated with the detention pond and Easement Area.

WITNESS THE SIGNATURES of the undersigned to this Agreement, this the ____ day of December, 2013.

LANDMARK OF MADISON, LLC
A Mississippi limited liability company

By: _____
Michael E. Johnson, Manager

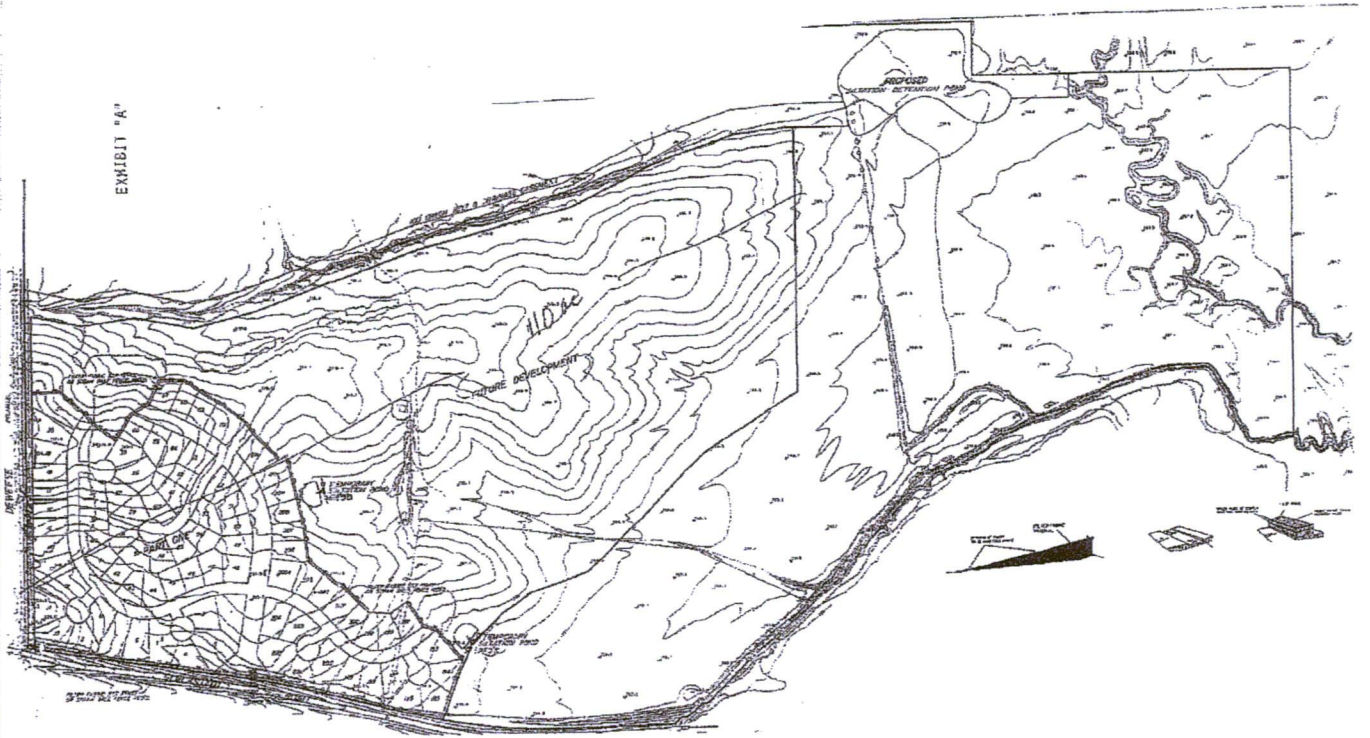
PROVIDENCE PROPERTY OWNER'S ASSOCIATION, INC.
A Mississippi non-profit corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

See attached for warranty deed containing description of Easement and for plat showing location of same.

EXHIBIT "A"



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 all of which is hereby acknowledged, the undersigned **Cherry Hill Plantation Limited Partnership**, a Mississippi limited partnership, does hereby sell, convey, and warrant unto **Landmark of Madison, LLC**, a Mississippi limited liability company as Grantee, the following described land and property lying and being situated in Madison County, Mississippi, and being more particularly described as follows, to-wit:

A tract or parcel of land lying and being situated in Section 24, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows, to wit:

Begin at the point of intersection of the north right-of-way line of Gluckstadt Road with a line 50.00 feet east of and parallel to the center of Deweese Road as said roads are now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description, said point being 379.08 feet north of and 51.32 feet east of a found iron pipe marking the apparent southwest corner of Section 24, Township 8 North, Range 1 East, Madison County, Mississippi; run thence Easterly and along said north right-of-way line of Gluckstadt Road as follows: run thence South 81 degrees 00 minutes 32 seconds East for a distance of 769.50 feet to the point of curvature of a curve to the right in said north right-of-way line having a central angle of 05 degrees 25 minutes 08 seconds and a radius of 5317.62 feet; run thence Southeasterly and along said curve to the right for an arc distance of 502.94 feet (chord bearing and distance, South 78 degrees 17 minutes 58 seconds East, 502.75 feet to the point of tangency of said curve; run thence South 75 degrees 35 minutes 23 seconds East for a distance of 372.51 feet to the point of curvature of a curve to the left having a partial central angle of 02 degrees 24 minutes 17 seconds and a radius of 2266.60 feet; run thence Southeasterly and along said curve to the left for an arc distance of 95.13 feet (chord bearing and distance, South 76 degrees 47 minutes 32 seconds East, 95.12 feet to a point; run thence, leaving said north right-of-way line of Gluckstadt Road, North 20 degrees 41 minutes 44 seconds East for a distance of 193.89 feet to a point; run thence North 25 degrees 59 minutes 04 seconds East for a distance of 132.38 feet to a point; run thence North 44 degrees 17 minutes 34 seconds East for a distance of 171.84 feet to a point; run thence North 55 degrees 58 minutes 50 seconds East for a distance of 144.78 feet to a point; run thence North 70 degrees 41 minutes 17 seconds East for a distance of 247.95 feet to a point; run thence North 48 degrees 24 minutes 10

seconds East for a distance of 131.05 feet to a point; run thence North 44 degrees 42 minutes 25 seconds East for a distance of 552.96 feet to a point; run thence North 56 degrees 46 minutes 06 seconds East for a distance of 69.34 feet to a point; run thence North 58 degrees 53 minutes 13 seconds East for a distance of 394.79 feet to a point; run thence North 00 degrees 12 minutes 08 seconds West for a distance of 1095.01 feet to a point; run thence South 85 degrees 54 minutes 28 seconds West for a distance of 239.48 feet to a point; run thence South 70 degrees 18 minutes 36 seconds West for a distance of 367.76 feet to a point; run thence South 64 degrees 14 minutes 07 seconds West for a distance of 384.19 feet to a point; run thence South 76 degrees 08 minutes 04 seconds West for a distance of 650.97 feet to a point; run thence South 71 degrees 08 minutes 55 seconds West for a distance of 739.68 feet to a point; run thence South 75 degrees 57 minutes 50 seconds West for a distance of 247.39 feet to a point; run thence North 77 degrees 58 minutes 10 seconds West for a distance of 249.48 feet to a point; run thence South 82 degrees 59 minutes 59 seconds West for a distance of 229.73 feet to a point; run thence North 77 degrees 27 minutes 45 seconds West for a distance of 210.34 feet to a point on said line 50.00 feet east of and parallel to the center of Deweese Road; run thence South 00 degrees 12 minutes 18 seconds West and along said line 50.00 feet east of parallel to the center of Deweese Road for a distance of 1373.40 feet to the Point of Beginning,

The above described parcel of land is located in the Southwest Quarter (SW1/4) and the Southeast Quarter (SE/14) of Section 24, Township 8 North, Range 1 East, Madison County Mississippi and contains 110.00 acres, more or less.

And also:

A perpetual, non-exclusive easement for the construction and maintenance of a drainage easement and detention lake, over, upon and across the following described land:

A tract or parcel of land lying and being situated in Section 24, Township 8 North, Range 1 East, Madison County, Mississippi, and being more particularly described as follows, to wit:

Commence at the point of intersection of the north right-of-way line of Gluckstadt Road with a line 50.00 feet east of and parallel to the center of Deweese Road as said roads are now laid out and established on the ground, reference to which is hereby made in aid of and as a part of this description, said point being 379.08 feet north of and 51.32 feet east of a found iron pipe marking the apparent southwest corner of Section 24, Township 8 North, Range 1 East, Madison County, Mississippi; run thence North 00

degrees 12 minutes 18 seconds East and along said line 50.00 feet east of and parallel to the center of Deweese Road for a distance of 1373.40 feet to the Point of Beginning for the description of the following described easement:

Run thence North 77 degrees 27 minutes 45 seconds West for a distance of 25.61 feet to a point on the east right-of-way line of said Deweese Road being 25.00 feet east of the center of said Deweese Road; run thence North 00 degrees 12 minutes 18 seconds East and along said east right-of-way line of Deweese Road for a distance of 102.36 feet to a point; run thence, leaving said east right-of-way line of Deweese Road, South 77 degrees 27 minutes 45 seconds East for a distance of 240.60 feet a point; run thence North 82 degrees 59 minutes 59 seconds East for a distance of 229.27 feet to a point; run thence South 77 degrees 58 minutes 10 seconds East for a distance of 243.09 feet to a point; run thence North 75 degrees 57 minutes 50 seconds East for a distance of 220.03 feet to a point; run thence North 71 degrees 08 minutes 55 seconds East for a distance of 739.83 feet to a point; run thence North 76 degrees 08 minutes 04 seconds East for a distance of 644.90 feet to a point; run thence North 64 degrees 14 minutes 07 seconds East for a distance of 379.08 feet to a point; run thence North 70 degrees 18 minutes 36 seconds East for a distance of 386.77 feet to a point; run thence North 85 degrees 54 minutes 28 seconds East for a distance of 256.75 feet to a point; run thence East for a distance of 204.00 feet to a point; run thence North 15 degrees 24 minutes 54 seconds West for a distance of 66.43 feet to a point; run thence North 08 degrees 31 minutes 51 seconds East for a distance of 34.34 feet to a point; run thence North 21 degrees 48 minutes 05 seconds East for a distance of 37.70 feet to a point; run thence North 48 degrees 18 minutes 21 seconds East for a distance of 263.21 feet to a point; run thence South 89 degrees 54 minutes 52 seconds East for a distance of 340.00 feet to a point; run thence South 00 degrees 00 minutes 53 seconds West for a distance of 219.30 feet to a point; run thence South 89 degrees 54 minutes 52 seconds East for a distance of 400.00 feet to a point; run thence South 00 degrees 05 minutes 08 seconds West for a distance of 100.00 feet to a point; run thence North 89 degrees 54 minutes 52 seconds West for a distance of 240.00 feet to a point; run thence South 23 degrees 05 minutes 50 seconds West for a distance of 54.39 feet to a point; run thence South 45 degrees 49 minutes 49 seconds West for a distance of 48.80 feet to a point; run thence South 75 degrees 04 minutes 07 seconds West for a distance of 62.10 feet to a point; run thence North 75 degrees 57 minutes 50 seconds West for a distance of 82.46 feet to a point; run thence North 51 degrees 20 minutes 25 seconds West for a distance of 128.06 feet to a point; run thence North 77 degrees 54 minutes 19 seconds West for a

distance of 71.59 feet to a point; run thence South 67 degrees 22 minutes 48 seconds West for a distance of 65.00 feet to a point; run thence South 52 degrees 25 minutes 53 seconds West for a distance of 164.01 feet to a point; run thence South 69 degrees 26 minutes 38 seconds West for a distance of 104.34 feet to a point; run thence North 15 degrees 24 minutes 54 seconds West for a distance of 60.83 feet to a point; run thence West for a distance of 228.00 feet to a point; run thence South 85 degrees 54 minutes 28 seconds West for a distance of 239.48 feet to a point; run thence South 70 degrees 18 minutes 36 seconds West for a distance of 367.76 feet to a point; run thence South 64 degrees 14 minutes 07 seconds West for a distance of 384.19 feet to a point; run thence South 76 degrees 08 minutes 04 seconds West for a distance of 650.97 feet to a point; run thence South 71 degrees 08 minutes 55 seconds West for a distance of 739.68 feet to a point; run thence South 75 degrees 57 minutes 50 seconds West for a distance of 247.39 feet to a point; run thence North 77 degrees 58 minutes 10 seconds West for a distance of 249.48 feet to a point; run thence South 82 degrees 59 minutes 59 seconds West for a distance of 229.73 feet to a point; run thence North 77 degrees 27 minutes 45 seconds West for a distance of 210.34 feet to the Point of Beginning.

The above described parcel of land is located in the Southwest Quarter (SW1/4), the Southeast Quarter (SE1/4) and the Northeast Quarter (NE1/4) of Section 24, Township 8 North, Range 1 East, Madison County, Mississippi and contains 13.64 acres, more or less.

Together with a perpetual easement for reasonable ingress and egress over and across the adjoining lands of Grantor, which adjoining lands are shown on the plat attached hereto as Exhibit "A", for the construction and maintenance of the lake and other drainage facilities within the drainage and detention lake easement. This easement for ingress and egress shall remain for the benefit of the Grantee, its successors and assigns, so long as the above described drainage and detention lake easement is in effect.

There is excepted from the warranty hereof the prior reservation and/or sales of any oil, gas and other minerals situated in, on and under subject lands.

This conveyance and the warranty thereof is subject to a ten foot easement to Bear Creek Water Association as recorded in Book 360 at page 266.

This conveyance and the warranty thereof is subject to the terms, provisions, conditions and covenants contained in Warranty Deed recorded in Book 354 at page 605.

This conveyance and the warranty thereof is subject to a Right of Way to South Central Bell as recorded in Book 148 at page 612.

This conveyance and the warranty thereof is subject to any and all public utility easements, servitudes and rights of way and restrictive covenants which might affect subject property.

Taxes for the current year shall be prorated on an estimated basis, effective the date of this instrument, and the parties hereto agree that when such actual taxes have been determined they shall adjust the proration accordingly.

WITNESS OUR SIGNATURES this 25th day of November, 2003.

CHERRY HILL PLANTATION LIMITED PARTNERSHIP

BY: Marcus S. Sharpe
ITS: General Partner

BY: Mary Anne Sharpe Naron
ITS: General Partner

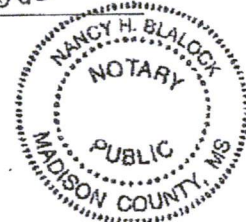
STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this, within my jurisdiction, the within named MARCUS S. SHARPE who acknowledged that HE is the general partner of Cherry Hill Plantation Limited Partnership, and that for and on behalf of the said partnership, and as its act and deed he executed the above and foregoing instrument, after having been first been duly authorized by said partnership so to do.

Nancy H. Blalock
NOTARY PUBLIC

Notary Public State of Mississippi At Large
My Commission Expires: December 2, 2004
Bonded Thru Halden, Brooks & Garland, Inc.

MY COMMISSION EXPIRES: _____



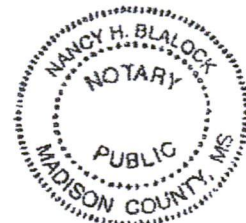
STATE OF MISSISSIPPI
COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this, within my jurisdiction, the within named MARY ANNE SHARPE NARON who acknowledged that S is the general partner of Cherry Hill Plantation Limited Partnership, and that for and on behalf of the said partnership, and as its act and deed she executed the above and foregoing instrument, after having been first been duly authorized by said partnership so to do.

Nancy H. Blalock
NOTARY PUBLIC

Notary Public State of Mississippi At Large
My Commission Expires: December 2, 2004
Bonded Thru Halden, Brooks & Garland, Inc.

MY COMMISSION EXPIRES: _____



Grantor's Address and Phone

Grantee's Address and Phone

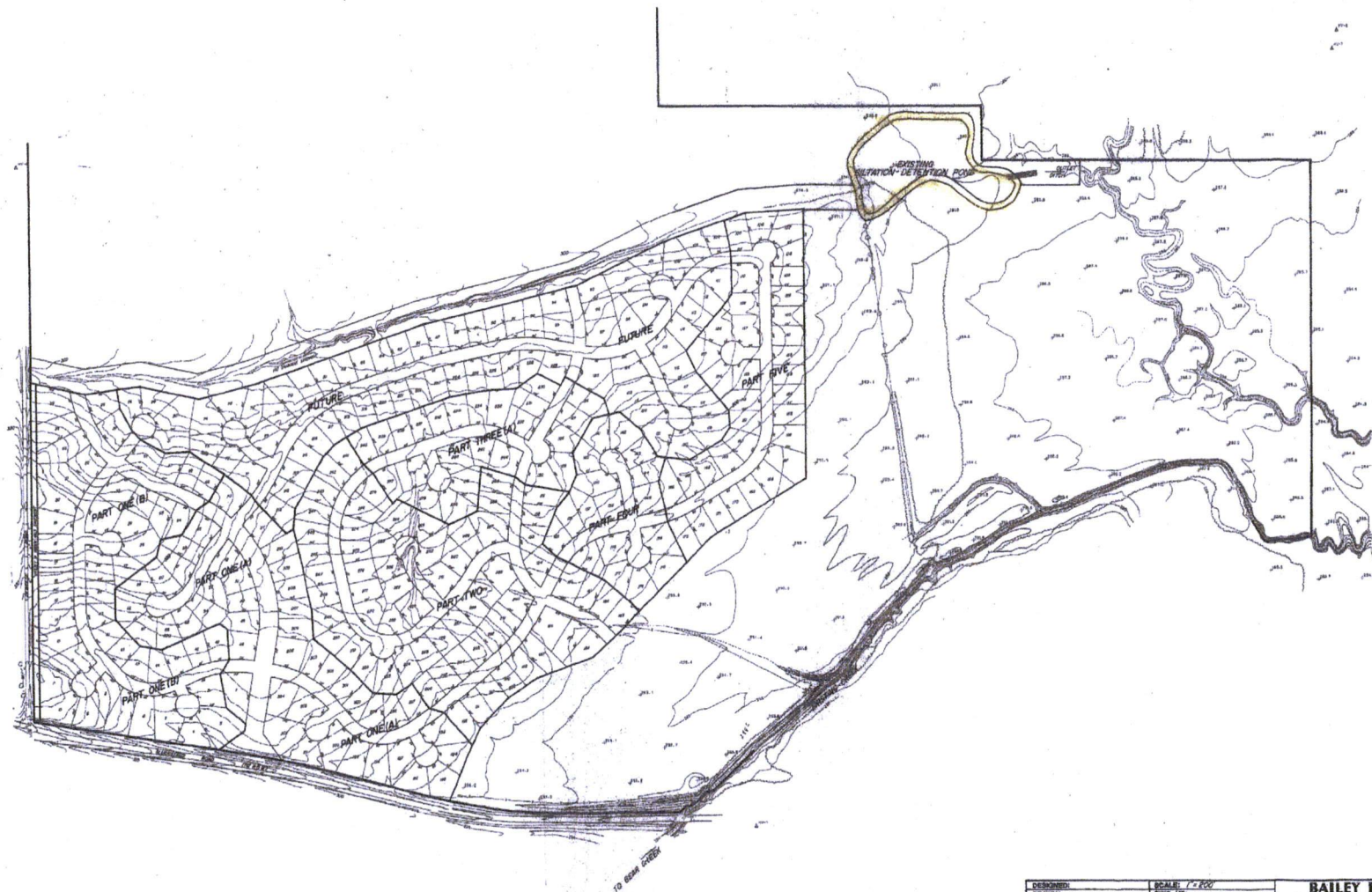
INDEXING INSTRUCTIONS:

The Property described in this instrument is located in:

**Southwest Quarter (SW1/4), the Southeast Quarter (SE1/4) and
the Northeast Quarter (NE1/4) of Section 24, Township 8 North,
Range 1 East, Madison County, Mississippi**

THIS INSTRUMENT PREPARED BY:

Don P. Lacy
111 Park Circle Drive
Flowood, 39232
P. O. Box 22552
Jackson, Mississippi 39225-2552
(601) 939-0313



DESIGNED:	SCALE: 1" = 200'	BAILEY ENGINEERING & LAND SURVEYING, LLC <small>UTAH, MISSISSIPPI</small>	SHEET NO.		
DRAWN:	FILE NO.:				
APPROVED:		PROVIDENCE			
DATE:					
REV.	DATE	NATURE OF REVISION	BY	CHKD.	APPD.



















