

Prepared by:
Butler, Snow, O'Mara, Stevens & Cannada, PLLC
Attn: Kelly P. Bridforth
6075 Poplar Avenue, Suite 500
Memphis, TN 38119
(901) 680-7200

To the Chancery Clerk of DeSoto County, Mississippi:
The real property described herein is situated in the Northwest Quarter (NW1/4) of the Southwest (SW1/4) and the Southwest (SW1/4) of Section 17, Township 3 South Range 7 West of DeSoto County, Mississippi.

CONSENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT is entered into this the 10th day of January, 2006, by and between DeSoto County Regional Utility Authority ("DCRUA") ("Easement Holder"), and BellSouth.

WHEREAS, the Easement Holder holds certain easements and other rights in certain real property located in DeSoto County, Mississippi, as more particularly described in Exhibit A attached hereto and incorporated by reference herein (hereinafter the "Property").

WHEREAS, BellSouth shall construct, maintain, and operate a Utility over the Property (hereinafter the "Utility");

WHEREAS, BellSouth desires to install on, along, across, over and/or under the Property the Utility which will encroach upon Easement Holder's easement; and

WHEREAS, the parties hereto agree not to disturb or interfere in any way with each other's rights in their respective easements.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. BellSouth agrees to install Utility two (2) feet west of the existing Entergy power poles within the limits of the easement as described in Exhibit A.
2. BellSouth hereby agrees not to disturb, restrict or in any way interfere with the exercise by Easement Holder of its rights under the easement in the Property granted to Easement Holder. Likewise, Easement Holder agrees not to disturb, restrict or in any way interfere with the Utility.
3. In connection with its construction, replacement, maintenance and operation of its

TOP

6

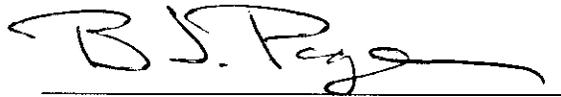
Utility, BellSouth agrees that it will use the utmost care to avoid damage to Easement Holder's facilities and/or easements and will conform to any reasonable requirement for the installation, replacement, maintenance or operation of the Utility that Easement Holder may require in order to prevent any disturbance or interference with Easement Holder's installation, maintenance, and operation of Easement Holder's facilities and/or easement. Easement Holder hereby agrees that it will use the utmost care to avoid damage to BellSouth's Utility.

4. BellSouth agrees that should it require the use of any appurtenances in the installation of its Utility, that any such appurtenance will be clear of any and all equipment used during the course of construction, maintenance, or repair of Easement Holder's wastewater pipeline. In the event that such appurtenances are not clear of Easement Holder's equipment during the construction, maintenance, or repair of Easement Holder's wastewater pipeline, BellSouth agrees to relocate, remove, or provide personnel to secure the Utility at the expense of BellSouth during such time of construction, maintenance, or repair by Easement Holder.

5. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the day and year first written above.



DeSoto County Regional Utility Authority
By: B.J. Page, President

STATE OF MISSISSIPPI

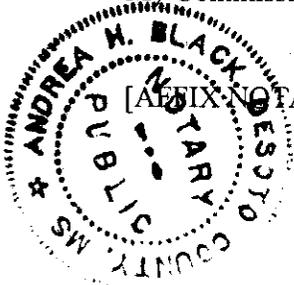
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said County and State, on this 18th day of January, 2006 within my jurisdiction, the within named B.J. Page, who acknowledged that he is the President of DeSoto County Regional Utility Authority, and that for and on behalf of said organization and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said organization so to do.

Given under my hand and official seal of office, this 18th day of January, 2006.

Andrea H. Black
NOTARY PUBLIC

My Commission Expires:



[AFFIX NOTARIAL SEAL]

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT 29, 2010

Robert S. Barr
For MR Pollard

BellSouth

STATE OF MISSISSIPPI

COUNTY OF Desoto

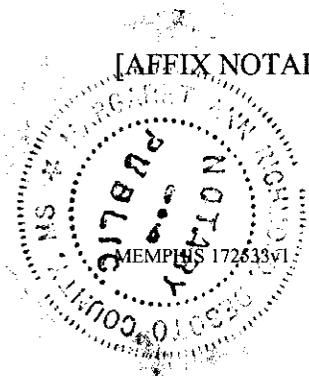
Personally appeared before me, the undersigned authority in and for the said County and State, on this 12 day of Jan, 2006 within my jurisdiction, the within named Robert Bagwell, who acknowledged that he is the Designer of BellSouth, and that for and on behalf of said organization and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said organization so to do.

Given under my hand and official seal of office, this 12 day of Jan, 2006.

Margaret Ann Richmond
NOTARY PUBLIC

My Commission Expires: 5/10/08

[AFFIX NOTARIAL SEAL]



"EXHIBIT A"**PARCEL NO. HSA-15C
PIN: 307417000 0000502****A PROPOSED TWENTY (20) FOOT WIDE PERMANENT UTILITY EASEMENT AND A
PROPOSED TWENTY (20) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT
FOR THE
DESOTO COUNTY REGIONAL UTILITY AUTHORITY****MARK S. ANGLIN
(DB. 416, PG. 278)**

Being a proposed twenty (20) foot wide permanent utility easement and a proposed twenty (20) foot wide temporary construction easement lying in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 3 South, Range 7 West, DeSoto County, Mississippi and being out of and a part of that certain tract of land conveyed to Mark S. Anglin, as described in Deed Book 416, Page 278 within the Chancery Clerk's Office of DeSoto County, Mississippi. Said twenty (20) foot wide permanent utility easement being measured ten (10) feet perpendicular, left of and right of the following described centerline:

A PROPOSED TWENTY (20) FOOT WIDE PERMANENT UTILITY EASEMENT

COMMENCING for reference at a found iron post marking the Southeast corner of Lot 70 of Acree Place Subdivision, as recorded in Plat Book 8, Pages 35 – 36 within the Chancery Clerk's Office of DeSoto County, Mississippi;

THENCE run East, 3,610.68 feet;

THENCE run North, 1,380.41 feet to a point on the South right-of-way line of a proposed sixty (60) foot wide street and the North property line of a tract of land conveyed to Eric L. Sappenfield, et al as described in Deed Book 448, Page 003 within the Chancery Clerk's Office of DeSoto County, Mississippi, same being the POINT OF BEGINNING of the herein described centerline;

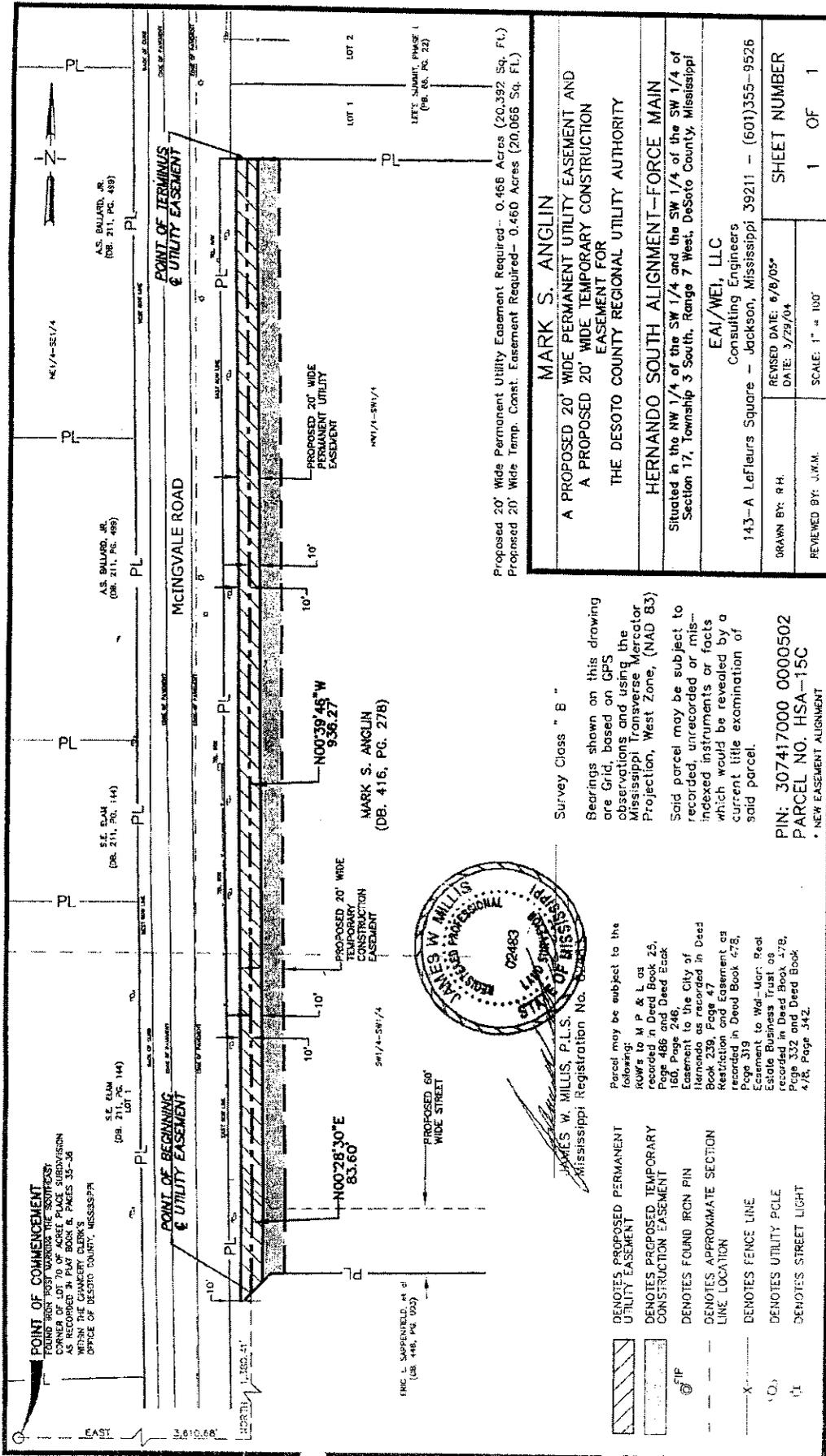
THENCE leaving aforesaid North property line, run North 00° 28' 30" East, 83.60 feet to a point;

THENCE run North 00° 39' 46" West, 936.27 feet to the South line of Lot 1, Lee's Summit Phase 1, as recorded in Plat Book 88, Page 22 within the Chancery Clerk's Office of DeSoto County, Mississippi, same being the POINT OF TERMINUS of the herein described centerline, containing 0.468 acres (20,392 Square Feet), more or less.

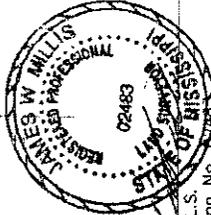
A PROPOSED TWENTY (20) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

Being a proposed twenty (20) foot wide temporary construction easement lying East of, adjacent to and parallel with the above described proposed twenty (20) foot wide permanent utility easement, containing 0.460 Acres, (20,066 Square Feet), more or less.

EAI/WEI, L.L.C.
143-A LeFleurs Square
Jackson, MS 39211
(601) 355-9526



POINT OF COMMENCEMENT
 FOUND IRON POST MARKING THE SOUTHWEST
 CORNER OF LOT 70 OF ACRES PLACE SUBDIVISION
 AS RECORDED IN PLAT BOOK 6, PAGES 35-36
 WITHIN THE DE SOTO COUNTY, MISSISSIPPI
 OFFICE OF DE SOTO COUNTY, MISSISSIPPI



Survey Class " B "

Bearings shown on this drawing are Grid, based on GPS observations and using the Mississippi Transverse Mercator Projection, West Zone, (NAD 83)

Said parcel may be subject to recorded, unrecorded or mis-indexed instruments or facts which would be revealed by a current title examination of said parcel.

- DENOTES PROPOSED PERMANENT UTILITY EASEMENT
- DENOTES PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- DENOTES FOUND IRON PIN
- DENOTES APPROXIMATE SECTION LINE LOCATION
- DENOTES FENCE LINE
- DENOTES UTILITY POLE
- DENOTES STREET LIGHT

Parcel may be subject to the following:
 ROWS to M. P. & L. Co.
 recorded in Deed Book 25,
 Page 166 and Deed Book
 160, Page 246
 Easement to the City of
 Hernando as recorded in Deed
 Book 239, Page 47
 Restriction and Easement as
 recorded in Deed Book 475,
 Page 319
 Easement to Wal-Mor Real
 Estate Business Trust as
 recorded in Deed Book 476,
 Page 522 and Deed Book
 476, Page 342.

Proposed 20' Wide Permanent Utility Easement Required-- 0.466 Acres (20,392 Sq. Ft.)
 Proposed 20' Wide Temp. Const. Easement Required-- 0.460 Acres (20,066 Sq. Ft.)

MARK S. ANGLIN	
A PROPOSED 20' WIDE PERMANENT UTILITY EASEMENT AND A PROPOSED 20' WIDE TEMPORARY CONSTRUCTION EASEMENT FOR THE DESOTO COUNTY REGIONAL UTILITY AUTHORITY	
HERNANDO SOUTH ALIGNMENT-FORCE MAIN	
Sited in the NW 1/4 of the SW 1/4 and the SW 1/4 of the SW 1/4 of Section 17, Township 3 South, Range 7 West, DeSoto County, Mississippi	
EAI/WEI, LLC Consulting Engineers 143-A Lefleurs Square - Jackson, Mississippi 39211 - (601)355-9526	
DRAWN BY: R.H.	REVISED DATE: 6/8/05*
REVIEWED BY: J.W.M.	DATE: 3/29/04
SCALE: 1" = 100'	
SHEET NUMBER 1 OF 1	

PIN: 307417000 0000502
 PARCEL NO. HSA-15C
 * NEW EASEMENT ALIGNMENT