

10/05/05 4:00:31  
BK 2,322 PG 378  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

11/16/05 9:15:40  
BK 2,352 PG 208  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Parcel No.: 3074-1700.0-00005.02 (HSA 15C)

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

To the Chancery Clerk of Desoto County, Mississippi: The real property described herein is situated in the Northwest Quarter (NW-1/4) of the Southwest Quarter (SW-1/4) and the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of Section 17, Township 3 South, Range 7 West of DeSoto County.

### SUBORDINATION

THIS SUBORDINATION is hereby executed by BancorpSouth Bank (collectively the "Lender").

WHEREAS, Lender holds certain deeds of trust given by Mark Anglin and recorded in the land records of DeSoto County, Mississippi in: Book 1246 at Page 35 and Book 2149 at Page 652 (the "Deed of Trust") encumbering certain real property owned by Mark Anglin (hereinafter "Borrower");

WHEREAS, Borrower has agreed to grant unto the DeSoto County Regional Utility Authority a twenty (20) foot wide permanent utility easement and a twenty (20) foot wide temporary construction easement over and across a portion of the property subject to the liens of the Deeds of Trust (collectively the "Easements"), said property being encumbered by such Easements being more particularly described on Exhibit A attached hereto (the "Property");

WHEREAS, Lender has agreed to subordinate its Deed of Trust liens on the Property to the Easements.

NOW, THEREFORE, FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby

-1-

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Butler Snow

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acknowledged, the Lender, by its duly authorized officer, does hereby subordinate its liens on the Property to the Easements.

This Subordination constitutes a subordination of only the Lender's liens on the Property, the remainder of the property described in the Deeds of Trust to remain subject to the terms of the Deeds of Trust as described therein.

The Chancery Clerk of DeSoto County, Mississippi, is hereby named the agent and attorney of the Lender to make a notation of this Subordination on the margin of the Deeds of Trust and upon the appropriate sectional/subdivision indices.

IN WITNESS WHEREOF, the Lender has executed this Subordination as of this the 16 day of September, 2005.

LENDER:

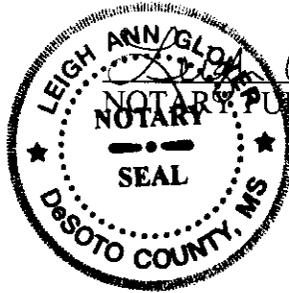


\_\_\_\_\_  
BANCORPSOUTH BANK  
BY: BOBBY McREE  
FIRST VICE PRESIDENT

STATE OF MS

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said County and State, on this 16 day of September, 2005, within my jurisdiction, the within named BOBBY McREE, who acknowledged that he is First Vice President of BancorpSouth Bank, a state chartered bank, and that for and on behalf of the said bank, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said bank so to do.



*Leigh Ann Glavin* \_\_\_\_\_

My Commission Expires:  
MY COMMISSION EXPIRES:  
AUGUST 23, 2008

[AFFIX NOTARIAL SEAL]

Parcel No. 3074-1700.0-00005.02 (HSA 15C)

Prepared by:  
Butler, Snow, O'Mara, Stevens & Cannada, PLLC  
Attn: Kelly P. Bridgforth  
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 (NW-1/4) of the Southwest Quarter (SW-1/4) and the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of Section 17, Township 3 South, Range 7 West of DeSoto County, Mississippi.

PERMANENT UTILITY EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT

MARK ANGLIN GRANTOR

TO

DESOTO COUNTY REGIONAL UTILITY AUTHORITY GRANTEE

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, MARK ANGLIN (the "Grantor"), grant to DESOTO COUNTY REGIONAL UTILITY AUTHORITY ("Grantee"), a body politic, a perpetual and assignable easement and right-of-way in, on, over and across the land, for the location, operation, maintenance, alteration, repair and patrol of an underground sewer pipeline; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the land-owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines over the land in DeSoto County, Mississippi described as part of the Northwest Quarter (NW-1/4) of the Southwest Quarter (SW-1/4) and the Southwest Quarter (SW-1/4) of the Southwest Quarter (SW-1/4) of Section 17, Township 3 South, Range 7 West, and being a strip of land twenty (20) feet in width and more particularly described on Exhibit "A."

The Grantor further grants to Grantee a twenty (20) foot wide temporary construction easement and right-of-way in, on, over and across the land running adjacent to and parallel to the above-described twenty (20) foot wide permanent utility easement, said temporary easement containing 0.460 acres, more or less, as more specifically described on the attached Exhibit "A."

Upon completion of the construction within the above described permanent utility easement, the above-described temporary construction easement shall terminate.

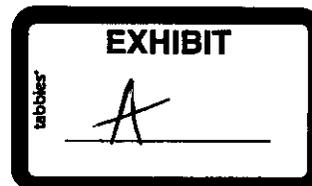
The Grantor further grants to the Grantee the right of ingress and egress to and from said permanent and temporary easements.

Any subsequent easement holder other than Grantee with respect to the easement described above shall not cross or share the above described easement until such time as such

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Preparer

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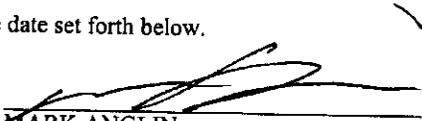
subsequent easement holder has notified Grantee, in advance, of such desire to cross or share such easement and shall have entered into a Consent and Non-Disturbance Agreement on terms and conditions acceptable to Grantee.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and acknowledges that he is aware of his rights under said Act, including but not limited to:

- a) notification of the Grantee's desire to obtain the property and receipt of a copy of the above named Act;
- b) the opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- c) an opportunity to have the value of the property determined by a Court of competent jurisdiction and to be compensated therefore.

Grantor fully understands that he has the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby waives its right to just compensation and donates the parcel of property herein described to DeSoto County Regional Utility Authority.

WITNESS MY SIGNATURE on the date set forth below.

  
MARK ANGLIN

DATE: 7/19/05

The Address and Telephone  
Number of the Grantor:

3751 Getwell Road  
Hernando, MS 38632  
(662) 429-0418  
(901)485-9163

The Address and Telephone  
Number of the Grantee:

DeSoto County Courthouse  
Hernando, MS 38632  
(662) 429-5011

STATE OF Mississippi  
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for said County and State, the within named, MARK ANGLIN, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal of office, this the 19<sup>th</sup> day of July, 2005.

*[Handwritten Signature]*  
NOTARY PUBLIC  
My Commission Expires  
February 24, 2008  
COUNTY OF DE SOTO  
[AFFIX NOTARIAL SEAL]

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

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