

EASEMENT AGREEMENT

This agreement made and entered into this the 10<sup>th</sup> day of July, 1975 by and between Holiday Inns, Inc., a Tennessee Corporation, hereinafter, called party of the first part and Two-Jacks, Inc., a Tennessee Corporation, hereinafter called party of the second part, WITNESSETH:

WHEREAS, party of the first part is by deed this day conveying to party of the second part 5.05 acres situated in Section 24, Township 1 South, Range 6 West, DeSoto County, Mississippi, and

WHEREAS, party of the second part is desirous of having a right of ingress and egress to the above described property from Bethel Road, a DeSoto County dedicated roadway.

NOW THEREFORE, BE IT AGREED AS FOLLOWS:

That party of the first part does hereby grant, assign and set over to the party of the second part the following described easement for the purpose of ingress and egress to 5.05 acres being this day conveyed to party of the second part by party of the first part, said easement described as follows, to wit:

TRACT I. 60 foot wide roadway easement from Bethel Road East a distance of 1189.03 feet to the intersection of that certain 30 foot drive easement which is described herein as Tract II, said 60 foot road easement beginning in the East right of way of Bethel Road at its point of intersection with the South line of the Holiday Industrial Park Airport access road; thence run East 1189.03 feet to a point; thence run North 60 feet; thence run West 1189.03 feet to a point in the East right of way of Bethel Road; thence run South 60 feet to the point of beginning.

TRACT II. A 30 foot drive easement situated in Section 24, Township 1, Range 6 West, DeSoto County, Mississippi beginning at a point in the North edge of pavement of the Holiday Industrial Park access road 10.0 feet North of the center line, said point being 1,363.29 feet East of the center line of Bethel Road; thence North 19 degrees 2 minutes 15 seconds East 169.88 feet to a point; thence North 0 degrees 7 minutes 58 seconds East 619.36 feet to a point; thence along said South line East 30.0 feet to a point; thence leaving said South property line South 0 degrees 7 minutes 58 seconds West 624.42 feet to a point; thence South 19 degrees 2 minutes 15 seconds West 164.55 feet to a point in the North edge of the pavement of the Holiday Industrial Park Airport access road, 10.0 feet North of the center line of said road; thence generally along said edge of pavement North 89 degrees 56 minutes 27 seconds West 31.72 feet to the point of beginning.

IT IS FURTHER AGREED BY AND BETWEEN the parties hereto that party of the first part shall at all times maintain, at its expense, paving on such easements in substantially their present condition.

IT IS FURTHER AGREED by the parties herein that party of the first part does hereby reserve the right to change the location of the roadways as described herein provided that any such change will not reduce the width of roadway described herein and will not in any way alter the surface of the roadway granted herein and will not in any way adversely affect the accessibility from Bethel Road to party of the second part's property. It is further agreed by and between the parties herein that party of the first part reserves the right to dedicate any or all of the roadway described herein to DeSoto County, Mississippi to make same a public roadway and to adhere to all standards and regulations of said DeSoto County, Mississippi.

The consideration for granting this easement is the sale of 5.05 acres by Holiday Inns, Inc. to Two-Jacks, Inc. stating considerations as set forth in said deed.

WITNESS THE SIGNATURES of the parties the date first written above.

APPROVED—LEGAL DEPARTMENT  
HOLIDAY INNS, INC.  
BY cc DATE 7-7-75

HOLIDAY INNS, INC.  
BY: Clyde H. Difon

Attest: Opieida Shoad  
Secretary

TWO-JACKS, INC.  
BY: Jack B. Blane Jr. President

STATE OF Tennessee  
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Clyde H. Difon, who is Attorney respectively of the above named Holiday Inns, Inc., who acknowledged that for and on behalf of said corporation he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed of said corporation, being thereunto first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office this the 10<sup>th</sup> day of July, 1975.

Chas Wood  
Notary Public

My Commission Expires: July 11, 1978

STATE OF Tennessee  
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Jack B. Blane Jr., who is President respectively of the above named Two-Jacks, Inc., who acknowledged that for and on behalf of said corporation, he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed of said corporation, being thereunto first duly authorized so to do.

GIVEN UNDER MY HAND and official seal of office this the 11 day of July, 1975.

William H. King  
Notary Public

My Commission Expires:

I certify that the within instrument was filed for recording on 25 day of July, 1975, at 11:00 o'clock recorded in Book 110 Page 60 of said county. After my hand and seal it is 15 days of July 1975.

Fee \$ 3.50 pd.

H. P. Ferguson