

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, successor to Standard Oil Company, by mergers and changes of name, whose mailing address is P. O. Box 1706, Atlanta, Georgia 30301, (404) 984-3021, hereinafter called "Grantor", hereby conveys and warrants specially, except as to all easements and restrictions of record and zoning and building regulations applicable to said property and any state of facts that might be shown by an accurate survey and any roads or ways over and across said premises, and those matters set forth in Schedule A, unto **GLYNN BAKER**, whose mailing address is P. O. Box 206, Olive Branch, Mississippi 38654 (601) 895-5288, hereinafter called "Grantee", that certain tract or parcel of land with improvements, situate, lying and being in the County of DeSoto and State of Mississippi, more particularly described in Schedule A, attached hereto and by reference made a part hereof.

All taxes for the current year have been prorated as of date of delivery of this deed.

IN WITNESS WHEREOF, the said **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, has caused these presents to be executed, and its corporate seal to be affixed, by its Assistant Secretary for and on its behalf, this the 29th day of September, 1989.

CHEVRON U.S.A. INC.

By: *Harry P. Davis Jr*
HARRY P. DAVIS, JR.
Assistant Secretary



STATE OF GEORGIA
COUNTY OF COBB

Personally came and appeared before me, the undersigned authority in and for the county and state aforesaid, **HARRY P. DAVIS, JR.**, who acknowledged to me that he is Assistant Secretary of **CHEVRON U.S.A. INC.**, a Pennsylvania corporation, and that in its name and behalf and as its act and deed, he signed and delivered the above and foregoing instrument of writing and caused the corporate seal of said corporation to be affixed thereto on the day and year therein shown, being fully authorized and empowered so to do.

WITNESS my signature and seal on this the 29th day of September, 1989.

Lori E. Whitley
Notary Public

Bus. Telephone of Grantee:
(901) 579-5933



This instrument prepared by:
JOHN R. WELCH
Attorney at Law
P. O. Box 1706
Atlanta, Georgia 30301

RETURN TO:
Drue D. Birmingham, Jr.
Attorney at Law
9369 Goodman Road
Olive Branch, MS 38654

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SCHEDULE A

Part of the Southwest Quarter of the Southwest Quarter of Section 34, Township 1, Range 6 in the Town of Olive Branch DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at an iron pin where the East right-of-way line of Mississippi Highway 305 intersects the North right-of-way line of a relocated county road (Sandridge Road), said point being the point of beginning; running thence Northerly along said East right-of-way line of Mississippi Highway 305 on a magnetic bearing of North 2 degrees 15 minutes West as measured along the chord a distance of 200 feet to an iron pin; thence North 87 degrees 45 minutes East a distance of 200 feet to an iron pin; thence South 2 degrees 15 minutes East a distance of 264 feet to an iron pin in the North right-of-way line of said relocated county road; thence North 74 degrees 30 minutes West along said North right-of-way line of county road 210 feet to the point of beginning, containing 1.065 acres.

Being the same property conveyed from William Wood Kerr and Olive Branch Development Corporation to Standard Oil Company, a division of Chevron Oil Company, a California corporation, by deed dated April 27, 1970 and recorded with the Clerk of the Chancery Court of DeSoto County on May 19, 1970 in Deed Book 84, Page 162.

SUBJECT TO:

1. Road right-of-way deed to State Highway Commission of Mississippi, recorded in Deed Book 72, Page 501, aforesaid office.
2. Right-of-way deed to DeSoto County, Mississippi, recorded in Deed Book 33, Page 426, aforesaid office.
3. Right-of-way easement to Town of Olive Branch, Mississippi, dated October 16, 1973.

AFFIDAVIT

STATE OF GEORGIA

COUNTY OF COBB

I, HARRY P. DAVIS, JR., being duly sworn, depose and say:

(1) I am an Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation.

(2) Effective December 31, 1976, Chevron Oil Company, a California corporation, merged into itself, Chevron U.S.A. Inc., its wholly owned subsidiary, and simultaneously changed its name to Chevron U.S.A. Inc., a California corporation.

(3) Effective July 1, 1985, Chevron U.S.A. Inc., a California corporation, was merged into Gulf Oil Corporation, a Pennsylvania corporation, and simultaneously therewith, Gulf Oil Corporation, a Pennsylvania corporation, changed its name to Chevron U.S.A. Inc., a Pennsylvania corporation. A certificate of merger and name change pertaining to the July 1, 1985 transaction was filed with the State of Mississippi on August 9, 1985.

(4) The attached Corporate Resolutions dated November 7, 1983 were adopted by the surviving corporation in connection with the foregoing merger pursuant to resolutions dated June 26, 1985, a true copy of which is attached hereto.

Harry P. Davis, Jr.
Harry P. Davis, Jr.
Assistant Secretary

(SEAL)



Subscribed and sworn to this 29th
day of September, 1989
before me.

Lou E. Whitley
Notary Public



My Commission Expires
November 8, 1992

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CERTIFICATE OF CORPORATE RESOLUTION

CHEVRON U.S.A. INC.

RESOLVED: That the President, a Senior Vice-President, any Vice-President, the Treasurer, the Secretary, an Assistant Secretary, or an Assistant Treasurer be and each of them is hereby empowered in such capacity to execute for and on behalf of this corporation (without the necessity of affixing the corporate seal) all papers requiring execution in the name of this corporation, except no authority is conferred by this resolution for execution of any of the following:

(1) Leases to others covering oil, gas or other hydrocarbon or nonhydrocarbon minerals underlying free lands of this corporation, or deeds or conveyances to others covering free lands of this corporation, other than rights-of-way and similar easements, where either book value or sale price exceeds \$500,000;

(2) Documents, instruments or promissory notes in support of any borrowings; provided, however, that promissory notes and other documents given as consideration for the acquisition of real or personal property shall not be deemed to constitute a borrowing;

(3) Documents or agreements establishing bank accounts in the name of this corporation, or withdrawing of funds or closing of any bank accounts of this corporation, and be it further

RESOLVED: That each party empowered by this resolution is authorized to affix the seal of this corporation to such papers as require a seal and to acknowledge and deliver any such papers as fully as if special authority were granted in each particular instance; and be it further

RESOLVED: That the President, a Senior Vice-President, or a Vice-President who is also a Director of this corporation be and each of them is hereby empowered on behalf of this corporation to appoint any person or persons whom they or any one of them may deem proper as Agents or Attorneys-in-Fact of this corporation for a term not to exceed one year with such powers said persons or any of them may lawfully do by virtue of the authority herein granted to them; and be it further

RESOLVED: That the resolutions granting similar authority of December 30, 1976, February 10, 1977, February 9, 1981, and April 2, 1981, be and the same are hereby superseded.

I, HARRY P. DAVIS, JR., Assistant Secretary of CHEVRON U.S.A. INC., a Pennsylvania corporation, do hereby certify that the foregoing is a full, true and correct copy of certain resolutions unanimously adopted at a meeting of the Board of Directors of said corporation held at the office of said corporation in San Francisco, California, on November 7, 1983, and that said resolutions are in full force and unrevoked.

WITNESS my hand and seal of said corporation this 29th day of September, 1989.

Harry P. Davis Jr
HARRY P. DAVIS, JR.
Assistant Secretary



(SEAL)

RESOLVED: That, upon the happening of the merger (the "Merger") of Chevron U.S.A. Inc., a California corporation (the "Merged Corporation"), with and into this Company (the "Surviving Corporation"), all resolutions heretofore adopted and not rescinded or superseded by the Board of Directors or a committee thereof of the Merged Corporation are adopted in their entirety by the Surviving Corporation, with such amendments, if any, thereto, as may be necessary for the sole purpose of having such resolutions comply with applicable laws and with the Restated Articles of Incorporation and By-Laws of the Surviving Corporation; and be it further

RESOLVED: That any resolution heretofore adopted by the Board of Directors of the Surviving Corporation or any committee thereof and having current or prospective application shall, upon the happening of the Merger, be deemed to be amended, superseded or rescinded to the extent necessary to eliminate any contradiction, discrepancy or inconsistency between such resolution and any resolution of the Merged Corporation adopted by the Surviving Corporation pursuant to the immediately preceding resolution; and be it further

RESOLVED: That, upon the happening of the Merger, any division of the Merged Corporation which shall have been established by the Merged Corporation and be subsisting immediately prior to the Merger shall continue as a division of the Surviving Corporation, but any division of the Surviving Corporation in existence prior to the Merger (with the exception of Warren Petroleum Company) shall, upon the happening of the Merger, cease to exist and be terminated as a division of the Surviving Corporation; and be it further

RESOLVED: That, upon the happening of the Merger, the Surviving Corporation may continue to do business in the name of any of such terminated divisions and any executory contract or other agreement which shall have been entered into by any such terminated division and requiring future performance by such division or any officer, employee or agent thereof may continue to be performed by such division or person in the name of such division and in the capacity of such person as existed immediately prior to the Merger; and be it further

RESOLVED: That, upon the happening of the Merger, and except as may be contemplated by the immediately preceding resolution, no officer, agent or employee of any such terminated division may take any action in any such capacity; and be it further

RESOLVED: That upon the happening of the Merger all powers of attorney heretofore granted by the Merged Corporation shall continue as valid powers of attorney deemed to have been issued by the Surviving Corporation; and be it further

RESOLVED: That upon the happening of the Merger any power of attorney granted by the Surviving Corporation or any division or agency thereof prior to the Merger shall cease to be a valid power of attorney to act on behalf of the Surviving Corporation or any division or agency thereof, except that any power of attorney heretofore granted in the name of or relating to Warren Petroleum Company shall not be affected by this resolution, and except that this resolution shall not affect any authority in existence prior to the Merger with respect to any bank account of whatsoever kind or nature maintained in the name of the Surviving Corporation or any division or agency thereof.

I, G. B. SECOR, Assistant Secretary of CHEVRON U.S.A. INC. (formerly known as Gulf Oil Corporation), a Pennsylvania corporation, do hereby certify that the foregoing is a full, true and correct copy of certain resolutions unanimously adopted at a meeting of the Board of Directors of said corporation held on June 26, 1985, and that said resolutions are in full force and unrevoked.

WITNESS my hand and the seal of said corporation this 10th day of July, 1985.

STATE MS.-DESOTO CO. BC
FILED

FEB 5 10 18 AM '90

RECORDED 27-90
DEED BOOK 222
PAGE 657
W.E. DAVIS CH. CLK.


Assistant Secretary