

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this the 26th day of April, 1990, by and between NORTH MISSISSIPPI CONSTRUCTION CO., INC., a Mississippi corporation, MID SOUTH FACTORY OUTLET SHOPPE, INC., a Mississippi corporation, JAN JOHNSON and SCOTTYE DAVIDSON;

WHEREAS, the parties are the owners of certain real property in Olive Branch, DeSoto County, as per the legal description in the attached Exhibit A;

WHEREAS, it is mutually beneficial for the parties to and enter into a ingress/egress easement and common parking agreement as shown herein;

NOW, THEREFORE, in consideration of the mutual agreement herein contained, the parties covenant and agree for themselves, and their heirs, successors and assigns, as follows:

1. Common Parking Area. That portion of the property owned by the parties as described in Exhibit A attached hereto and incorporated herein by reference shall be used as ingress/egress by the respective parties, as well as a common parking area as further described herein.

2. Prohibition of improvements on parking area. No owner shall build or maintain, or permit to be built or maintained, any structure on the common parking area. This restriction shall not apply to the entrance(s) to the common parking area, light towers, directional or other signs, appurtenant electrical equipment or similar structures which at the time of the erection thereof are usual in connection with the operation of a parking lot. No curbs shall be placed by any of the parties hereto on their respective property lines which would limit access herein by any other party hereto.

3. Parking Easement. Each owner and his tenants, their respective business invitees, licensees, and employees shall have the right to use, free of charge, the ingress/egress area and common parking area in common with all other owners and tenants,

business invitees, licensees, and employees of said respective

CANCELLED BY AUTHORITY RECORDED IN BOOK

275 PAGE 317

THIS 15th DAY OF Sept., 1994.

W. E. Davis
CHANCERY CLERK *J. P. Stanley*

property.

4. Term. This Easement Agreement shall be non-exclusive and shall run with the land hereto and will inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, but not limited to, all subsequent owners of property described in the attached Exhibit A, and all persons claiming under them.

IN WITNESS THEREOF, the parties hereby have signed this agreement on the day and year therein mentioned.

NORTH MISSISSIPPI CONSTRUCTION CO., INC.

BY: Scottye Davidson
Scottye Davidson, its President

Jan Johnson
Jan Johnson

MID SOUTH FACTORY OUTLET SHOPPE, INC.

BY: Jan Johnson
Jan Johnson, its President

Scottye Davidson
Scottye Davidson

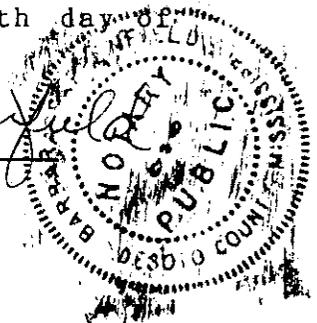
STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction the within named, Jan Johnson, President of Mid South Factory Outlet Shoppe, Inc., who acknowledged that on and for its behalf she signed and delivered the foregoing Easement Agreement on the day and year therein mentioned, as its act and deed, first being authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 26th day of April, 1990.

Barbara Sappesfeld
Notary Public



My commission expires:
8/8/93

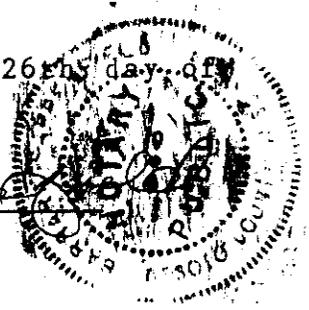
STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction the within named, Scottye Davidson, the President of North Mississippi Construction Co., Inc., who acknowledged that on and for its behalf she signed and delivered the foregoing Easement Agreement on the day and year therein mentioned, as its act and deed, first being authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 26th day of April, 1990.

Barbara Lory
Notary Public



My commission expires:
8/8/93

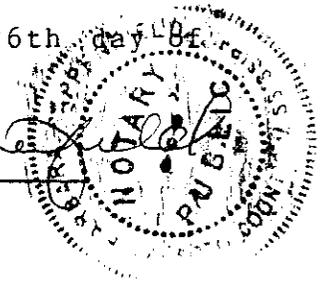
STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority in and for the aforesaid jurisdiction the within named, Jan Johnson and Scottye Davidson, who acknowledged that on and for its behalf they signed and delivered the foregoing Easement Agreement on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this the 26th day of April, 1990.

Barbara Lory
Notary Public



My commission expires:
8/8/93

FRONT PARKING AREA

FACTORY OUTLET

April 24, 1990

Commencing at a point in the west Right of Way line of Miss. Highway No. 305 said point being 391 feet north of the south line of Section 33 Township 1 South Range 6 West; said point being the northeast corner of the Shell Oil Company lot; Thence north 200 feet along said Right of Way to the northeast corner of the Hamilton 2.63 acre lot. Thence North 1 degree 54 minutes west 92.25 feet to a point; Thence North 88 degrees 06 minutes east 89.4 feet to a point; Thence 2 degrees 45 minutes west 37.71 feet to the Point of Beginning.

Thence South 88 degrees 06 minutes west 501 feet to a point;

Thence north 3 degrees 41 minutes west 97.0 feet to a point;

Thence north 86 degrees 20 minutes east 518.0 feet along the edge of the north side of the parking lot to the west Right of Way line of Miss. Highway No. 305.

Thence South 2 degrees 46 minutes east 97.0 feet to the Point of Beginning.

PARKING AREA AND DRIVE EAST AND NORTH OF FACTORY OUTLET

April 24, 1990

Commencing at a point in the west Right of Way line of Miss. Highway No. 305 said point being 391 feet north of the south line of Section 33 Township 1 South Range 6 west; said point being the northeast corner of the Shell Oil Company lot; Thence north 200 feet along said Right of Way to the northeast corner of the Hamilton 2.63 acre lot; Thence north 2 degrees 46 minutes west 134.43 feet to the Point of Beginning;

Thence north 2 degrees 46 minutes west 40.0 feet to a point;
 Thence north 86 degrees 20 minutes east 20.0 feet to a point;
 Thence north 2 degrees 46 minutes west 81.0 feet to a point; said point being the northeast corner of the Factory Outlet lot;
 Thence south 86 degrees 20 minutes west 448.6 feet to a point;
 Thence south 3 degrees 41 minutes east 55.0 feet to a point;
 Thence north 86 degrees 20 minutes east 170.0 feet to a point;
 Thence north 3 degrees 41 minutes west 20.0 feet to a point;
 Thence north 86 degrees 20 minutes east 212.4 feet to a point;
 Thence south 3 degrees 41 minutes east 87.0 feet to a point;
 Thence north 86 degrees 20 minutes east 54.0 feet to the Point of Beginning.

STATE MS.-DESOTO CO.
 FILED

APR 30 8 52 AM '90

RECORDED 5-2-90
 DEED BOOK 225
 PAGE 250
 W.E. DAVIS CH. CLK.