

RECIPROCAL EXCLUSIVE INGRESS-EGRESS EASEMENTS
AND MAINTENANCE AGREEMENTS

THIS AGREEMENT made as of the 8th day of April, 1992, by and between CARROLL L. COOK and JOEL A. MCNAIR, hereinafter referred to as "Cook/McNair" and RANDALL T. HULING, JR. and wife, BARBARA B. HULING, hereinafter referred to as "Huling".

WHEREAS, Carroll L. Cook and Joel A. McNair are the sole owners of Lot 21, Stonehedge Subdivision, located in Section 32, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as recorded in Plat Book 24, Pages 28-32, in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, Cook/McNair desire to grant to the Huling an exclusive easement for ingress and egress to, from and across a portion of said Lot 21, Stonehedge Subdivision, comprising approximately .08786 acres, which parcel is more particularly described as Parcel A on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Randall T. Huling, Jr. and wife, Barbara B. Huling are the sole owners of Lot 22, Stonehedge Subdivision, located in Section 32, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as recorded in Plat Book 24, Pages 28-32, in the office of the Chancery Clerk of DeSoto County, Mississippi; and

WHEREAS, Huling desires to grant to Cook/McNair an exclusive easement for ingress and egress to, from and across a portion of said Lot 22, Stonehedge Subdivision, comprising approximately 0.211 acres, which parcel is more particularly described as Parcel B on Exhibit "B" attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, each to the other, the receipt and sufficiency of which is hereby acknowledged; and in further consideration of the grants, agreements, covenants, and undertakings herein contained, the sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and undertakings are made reciprocally by and between the parties:

1. Cook/McNair hereby grants unto Huling an exclusive ingress-egress easement, to, from, and across Parcel A.

The aforesaid exclusive ingress-egress easement is created for the sole and exclusive benefit of Huling as owners of Lot 22, Stonehedge Subdivision, their respective successors and assigns, tenants, encumbrancers, and invitees with respect to said Lot 22, Stonehedge Subdivision, and all others similarly situated. Said ingress-egress easement shall constitute a servitude upon the land described in Exhibit "A" which is to run with the land for the benefit of the parties described and to be an appurtenant benefit of Lot 22, Stonehedge Subdivision.

2. Huling hereby grants unto Cook/McNair an exclusive ingress-egress easement, to, from and across Parcel B.

The aforesaid exclusive ingress-egress easement is created for the sole and exclusive benefit of Cook/McNair as owners of Lot 21, Stonehedge Subdivision, their respective successors and assigns, tenants, encumbrancers, and invitees with respect to said Lot 21, Stonehedge Subdivision, and all others similarly situated. Said ingress-egress easement shall constitute a servitude upon the land described in Exhibit "B" which is to run with the land for the benefit of the parties described and to be an appurtenant benefit of Lot 21, Stonehedge Subdivision.

3. The same consideration Cook/McNair do hereby grant and convey to Huling and their successors and assigns an easement to utilize, construct, maintain, and operate utilities for electric, water, sewer, natural gas, telephone and other public services, of

which such utility easement shall be over, under, and across Parcel A and Cook/McNair do hereby further grant and convey to Huling and to their successors and assigns the right to enter upon Parcel A to construct such utilities and to re-enter Parcel A for the purpose of providing maintenance to the improvements for such utilities, all at the cost and expense of Huling; and conditioned upon the following:

(a) The improvements for the said utilities must be in compliance with all applicable governmental and municipal regulations and all applicable covenants, declarations and restrictions of Stonehedge Subdivision;

(b) Huling, at their cost, following installation and/or construction of such improvements for utilities, shall repair Parcel A to the extent used for such installation and/or construction to the extent necessary to return the property to the same or equivalent condition as existed prior to the installation and/or construction of such improvements.

4. The same consideration Huling does hereby grant and convey to Cook/McNair and their successors and assigns an easement to utilize, construct, maintain, and operate utilities for electric, water, sewer, natural gas, telephone and other public services, of which such utility easement shall be over, under, and across Parcel B and Huling does hereby further grant and convey to Cook/McNair and to their successors and assigns the right to enter upon Parcel B to construct such utilities and to re-enter Parcel A for the purpose of providing maintenance to the improvements for such utilities, all at the cost and expense of Cook/McNair; and conditioned upon the following:

(a) The improvements for the said utilities must be in compliance with all applicable governmental and municipal regulations and all applicable covenants, declarations and restrictions of Stonehedge Subdivision;

(b) Cook/McNair, at their cost, following installation and/or construction of such improvements for utilities, shall repair Parcel B to the extent used for such installation and/or construction to the extent necessary to return the property to the same or equivalent condition as existed prior to the installation and/or construction of such improvements.

MAINTENANCE AGREEMENT

For the same consideration, Huling hereby agrees, at their cost and expense, to maintain and repair the land and all improvements situated thereon described in Parcel A; and Cook/McNair agrees, at their cost and expense, to maintain and repair the land and improvements situated thereon described in Parcel B.

Neither party shall commit any act of waste as to an parcel underlying an easement conveyed herein.

The grants and conveyances contained herein are subject to all restrictions and requirements set forth in the Declarations and Restrictive Covenants for Stonehedge Subdivision as recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

The easements created herein shall be perpetual and shall run with the land and shall be binding upon and inure to the benefit of Cook/McNair and Huling, respectively, and their respective successors, heirs, and assigns; but may be released, modified, or terminated at time by the written consent of the fee owners and all parties holding mortgages and/or deeds of trust on the said parcels, which written consent shall be duly recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this the day and year first mentioned above.

Carroll E. Cook
CARROLL E. COOK

Joel A. McNair
JOEL A. MCNAIR

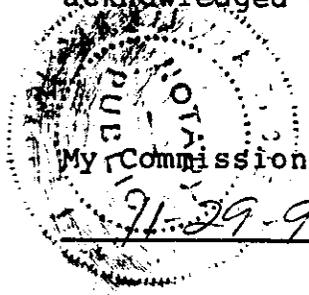
Randall T. Huling, Jr.
RANDALL T. HULING, JR.

Barbara B. Huling
BARBARA B. HULING

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority in and for the said County and State on this 8th day of April, 1992, within my jurisdiction, the within named Carroll L. Cook, who acknowledged he executed the above and foregoing instrument.

Barbara J. Creasman
Notary Public

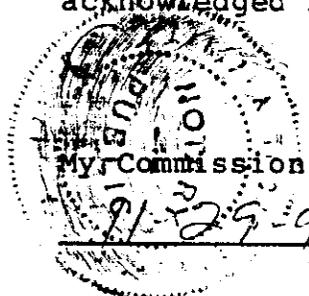


My Commission Expires:
11-29-92

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me the undersigned authority in and for the said County and State on this 9th day of April, 1992, within my jurisdiction, the within named Joel A. McNair, who acknowledged he executed the above and foregoing instrument.

Barbara J. Creasman
Notary Public

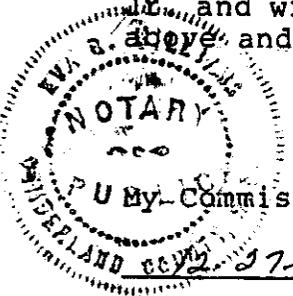


My Commission Expires:
11-29-92

STATE OF MISSISSIPPI North Carolina
COUNTY OF ~~DESOTO~~ Cumberland

PERSONALLY appeared before me the undersigned authority in and for the said County and State on this 10th day of April, 1992, within my jurisdiction, the within named Randall T. Huling, Jr. and wife, Barbara B. Huling, who acknowledged they executed the above and foregoing instrument.

Eva R. Williams
Notary Public



My Commission Expires:
11-27-93

STATE MS.-DESOTO CO. FILED
BC
ST
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APR 15 10 36 AM '92

RECORDED 4-17-92
DEED BOOK 244
PAGE 491
W.E. DAVIS CH. CLK.
Wm. N. Graham & Co.

BOUNDARY SURVEY OF A 0.087, MORE OR LESS, ACRE TRACT OF LAND BEING A PART OF LOT NO.21, STONEHEDGE SUBDIVISION (PLAT BOOK 24, PAGES 28-32) BEING LOCATED IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI and is further described by metes and bounds as follows:

Begin at an iron stake in the northerly line of Stonehedge Drive at the southwest corner of Lot No.21 and the southeast corner of Lot No.22; thence North 00 degrees 26 minutes 17 seconds West 123.73 feet along the common lines of Lots No.21 and 22 to an iron stake (set); thence North 85 degrees 34 minutes 05 seconds East 3.84 feet to an iron stake (found); thence South 35 degrees 56 minutes 52 seconds East 20.25 feet to an iron stake (found); thence South 23 degrees 09 minutes 25 seconds East 101.21 feet to an iron stake (set) in the northerly line of Stonehedge Drive; thence South 75 degrees 02 minutes 44 seconds West 56.49 feet with the northerly line of said Drive to the point of beginning containing 0.087, more or less, acres of land being subject to all codes subdivision covenants and restrictions, easements and right-of-ways of record.

DATE: 25 MARCH 1992.

Exhibit "A"

700

BOUNDARY SURVEY OF 0.211, MORE OR LESS, ACRE TRACT OF LAND BEING A PART OF LOT NO. 22, STONEHEDGE SUBDIVISION (PLAT BOOK 24, PAGES 28-32) BEING LOCATED IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 7 WEST, SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI and is further described by metes and bounds as follows:

Begin at an iron stake in the northerly line of Stonehedge Drive at the southwest corner of Lot No. 21 and the Southeast corner of Lot No. 22; thence North 00 degrees 26 minutes 17 seconds West 123.73 feet along the common lines of Lots No. 22 and 21 to an iron stake, said iron stake being the True Point of Beginning for the herein described tract; thence South 85 degrees 34 minutes 05 seconds West 9.95 feet to an iron stake (found); thence North 38 degrees 04 minutes 35 seconds West 18.77 feet to an iron stake (found); thence North 00 degrees 23 minutes 54 seconds West 16.39 feet to an iron stake (found); thence North 00 degrees 08 minutes 08 seconds East 74.78 feet to an iron stake (found); thence North 51 degrees 00 minutes 41 seconds West 107.00 feet to an iron stake (set) in a westerly line of Lot No. 22; thence North 02 degrees 34 minutes 06 seconds West 35.89 feet along said westerly line of Lot No. 22 to an iron stake (found) at a northwest corner of Lot No. 21; thence South 81 degrees 08 minutes 10 seconds East 106.01 feet along a northerly line of Lot No. 22 and Lot No. 21 to an iron stake (found); thence South 00 degrees 26 minutes 17 seconds East 192.03 feet along the easterly line of Lot No. 22 and along the westerly line of Lot No. 21 to the point of beginning containing 0.211, more or less, acres of land being subject to all cotes, subdivision regulations and restrictions, easements and right-of-ways of record.

DATE: 25 MARCH 1992.

STATE MS. - DESOTO CO. *nm*
FILED

APR 23 2 42 PM '92

Exhibit "B"

RECORDED 4-27-92
DEED BOOK 244
PAGE 696
W.E. DAVIS CH. CLK.