MARGINAL NOTATION FORM

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DeSoto County Chancery Clerk's Office
Misty Heffner, Chancery Clerk

Instrument Type	Book	Page	Lot & SD	Date	Deputy Clerk
asn	793	434		06/03/2016	clc
asn	793	718		06/03/2016	clc

SITE #8

Indexing Instructions: SW1/4 of Section 8, T2S, R9W, DeSoto County, Mississippi

GRANT OF PERPETUAL EASEMENTS AND DECLARATION OF RESTRICTIONS

THIS GRANT OF PERPETUAL EASEMENTS AND DECLARATION OF RESTRICTIONS is made as of the 22nd day of February, 2001, by **Kate T. Phelps, Trustee of the Kate T. Phelps Revocable Trust**, dated January 19, 1992, and recorded in Book 74 at Page 86 in the Office of the Chancery Clerk of DeSoto County, Mississippi ("Grantor"), in favor of **Eller Media Company**, a Delaware corporation ("Grantee").

Grantor owns that certain real estate described on Exhibit A attached hereto and made a part hereof (the "Real Estate").

Grantee wishes to acquire certain easements over, under, upon and across the Real Estate, which easements will run with the land, and requires certain restrictions on the use of the Real Estate in order to protect the value of said easements.

Grantor is willing to grant such easements to Grantee and to impose such restrictions in connection therewith.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sign Easement

Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, exclusive easement (the "Sign Easement") for the construction, maintenance, repair, dismantling, replacement, alteration, improvement, operation, illumination and use of outdoor advertising sign structures, appurtenances and related property and equipment (the "Billboard") over, under, upon and across that portion of the Real Estate legally described and depicted on Exhibit B attached hereto and made a part hereof (the "Sign Easement Area").

2. Access Easement.

Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, non-exclusive easement for vehicular and pedestrian ingress to and egress from the Sign Easement Area (the "Access Easement") over, under, upon and across that portion of the Real Estate legally described and depicted on Exhibit C attached hereto and made a part hereof (the "Access Easement Area").

3. Utility Easement.

Grantor hereby grants to Grantee and its grantees, successors and assigns a perpetual, non-exclusive easement for the installation, maintenance, repair, replacement and provision of utilities to service the Sign Easement Area (the "Utility Easement") over, under, upon and across that portion of the Real Estate legally described and depicted on Exhibit D attached hereto and made a part hereof (the "Utility Easement Area"). Grantee may allow a public utility to use the Utility Easement and Utility Easement Area to the same extent as Grantee.

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4. Visibility and Advertising Restrictions. Grantor hereby imposes the following restrictions with respect to the Real Estate:

It is the essence of this Grant of Perpetual Easements and Declaration of Restrictions that Grantor will not, under penalty of damages and/or injunctive relief, do or permit others to do the following: (i) use, rent or lease any part of the Real Estate and adjacent property (owned or controlled by Grantor), or permit the erection or maintenance of advertising signs or other advertising matter on the Real Estate and adjacent property (owned or controlled by Grantor), without in each instance obtaining Grantee's prior written approval, except that any Grantor may install and maintain "on premise" advertising on the Property, provided that such "on premise" advertising does not jeopardize or interfere with Grantee's right to maintain and operate outdoor advertising sign structures upon the Sign Easement Area (including, but not limited to, interference with the visibility of Grantee's outdoor advertising structures) or interfere with the use of the Access Easement or Utility Easement, or (ii) make any plantings or improvements whatsoever on the Real Estate and adjacent property (owned or controlled by Grantor) which would obstruct, partially or entirely, the view of or lessen the advertising value of the Sign Easement or any sign structures constructed or to be constructed thereon. Grantee in its sole and absolute discretion is authorized to fully or partially remove or trim any such offending signs, structures, plantings or improvements, at the cost and expense of such Grantor; and in the event that Grantee does remove or trim any such obstruction, then Grantor shall pay to Grantee, and Grantee shall have a lien upon the Real Estate to secure the payment of, said costs and expenses, together with interest thereon at the rate of twelve (12%) percent per annum until paid in full, and the costs of collection, including reasonable attorney's fees. Such lien may be enforced in the same manner as a mechanic's lien. Notwithstanding the foregoing, Grantor shall have the right to place, own, lease, license, or grant easements over any part of real property owned or controlled by Grantor for the purpose of erecting and maintaining Additional Approved Sites (as defined in that certain Easement Purchase Agreement dated as of November 13, 2000 between Grantee and Saturn Investment Corporation and Saturn Development, Inc.), so long as those Additional Approved Sites do not obstruct, partially or entirely, the view of the Billboard from Highway 61. For purposes of this provision, it is agreed and understood that a billboard placed at least five hundred feet (500') from the Billboard shall not obstruct, partially or entirely, the view of Eller's Billboard from Highway 61.

5. Relocation.

Grantee may relocate the Billboard within the Sign Easement Area and to any other location on the Real Estate as necessary to accomplish the purposes of this Grant of Perpetual Easements and Declaration of Restrictions with Grantor's consent, which consent shall not be unreasonably withheld.

6. Additional Terms.

(a) Notwithstanding anything to the contrary herein, all provisions of this Grant of Perpetual Easements and Declaration of Restrictions shall run with the land and are binding upon and shall inure to the benefit of the heirs, legal representatives, assigns, successors, grantees and tenants of Grantee and Grantor.

(b) Grantor shall be responsible for the payment of all ad valorem taxes, and mechanic's or materialmen's liens (except for liens placed upon the Real Estate as the result of actions by Grantee) assessed against the Real Estate, and Grantee shall be responsible for the payment of all taxes assessed against the easements and the Billboard structure(s) which are not related to real property taxes, and any licenses, fees, permits and similar charges which may be lawfully imposed

upon Grantee for the use or operation of the Easements. If either Grantee or Grantor fails to pay the taxes or assessments for which it is responsible, the other party shall have the right, but not the obligation, to pay such taxes and/or assessments on behalf of the party responsible for such payments and to be reimbursed therefor on demand.

(c) If any portion of the easements granted herein, or the portion of the Real Estate immediately surrounding the area upon which the Billboard is located, is the subject of an offer of acquisition, is acquired, is taken or is threatened to be taken by condemnation or eminent domain or conveyance in lieu thereof, or a certificate of convenience or necessity is issued by a governmental or quasi-governmental entity or a private party in conjunction with a governmental or quasi-governmental entity, then Grantee shall be entitled to seek compensation from such entity or party, for the value of its total interest in and to the easements and under this Grant of Perpetual Easements and Declaration of Restrictions, including the revenues to earned by Grantee from the easements and the value of its property situated on the easements, and the Grantor shall be entitled to seek compensation from such entity or party for the value of its interest in and to the Real Estate.

(d) Grantee shall have the right to assign or transfer in whole or in part, and subject to this Grant of Perpetual Easements and Declaration of Restrictions, every feature of Grantee's rights and obligations hereunder and to the easements.

(e) This Grant of Perpetual Easements and Declaration of Restrictions shall be governed exclusively by the provisions hereof and by the laws of the state in which the Real Estate is located, as the same may from time to time exist without regard to conflicts of laws provisions.

(f) If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) If any legal action or proceeding arising out of or relating to this Grant of Perpetual Easements and Declaration of Restrictions is brought by either party hereto, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs and other expenses incurred in the action or proceeding by the prevailing party.

(h) Except to the extent that Saturn Development, Inc. and Saturn Investment Corporation are bound by the terms of the Agreement to Grant Perpetual Easements by and between Saturn Development, Inc. and Saturn Investment Corporation and Grantee, dated November 13, 2000, this Grant of Perpetual Easements and Declaration of Restrictions constitutes the entire agreement between Grantor and Grantee relating to the easement described herein, and any prior agreement, promises, negotiations, or representations not expressly set forth in this Grant of Perpetual Easements and Declaration of Restrictions are of no force and effect. Any amendment to this Grant of Perpetual Easements and Declaration of Restrictions shall be of no force and effect unless it is in writing and signed by the Grantor and Grantee, or their respective successors, assignees or transferees.

(i) The grants herein are made subject to the conditions of Item XI of the Last Will and Testament of Mrs. Clemmie T. Knight, whose estate was administered in Chancery Court Cause No. 5914 of the Chancery Court of DeSoto County, Mississippi. Grantor affirms and covenants as follows:(a) Kate Nash Torian, now known as Kate Nash Torian Phelps, is 83 years of age,(b) Kate Nash Torian Phelps has two sons now living, namely Lawrence N. Phelps, age 52, and Lewis T. Phelps, age 65, (c) Lewis T. Phelps has a son 32 years of age, namely Jeffrey T. Phelps, and a daughter 36 years of age, namely Susan Phelps Guillen, (d) Susan Phelps Guillen has four children, namely, Jason Phelps Guillen, age 19, David Goodwin Guillen, age15, Nicholas Guillen, age 5 and Adam Guillen, age 3, and (e) all of said persons constitute the present living heirs of the body of Kate Nash Torian Phelps.

In Witness Whereof, this Grant of Perpetual Easements and Declaration of Restrictions has been executed as of this 22nd day of February, 2001.

GRANTOR:
KATE T. PHELPS REVOCABLE TRUST

By: Kate T. Phelps
Kate T. Phelps, Trustee

In Witness Whereof, this Grant of Perpetual Easements and Declaration of Restrictions has been executed as of this 22nd day of February, 2001.

GRANTEE:
ELLER MEDIA COMPANY,
a Delaware corporation

By: _____
Laura C. Toncheff, its Senior Vice-President

State of Tennessee
County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this the 22nd day of February, 2001, within my jurisdiction, the within named **Kate T. Phelps**, who stated and acknowledged to me that she is the Trustee of the **Kate T. Phelps Revocable Trust**, and that in said representative capacity, and for and on behalf of said Trust, and as its act and deed, she executed the foregoing instrument, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of February, 2001.

Melissa Patrick
Notary Public

My Commission Expires: 12-10-03

MELISSA PATRICK NOTARY PUBLIC SHELBY CO. TN

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State of Arizona

County of Maricopa

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this the 16th day of February, 2001, within my jurisdiction, the within named **Laura C. Toncheff**, who stated and acknowledged to me that she is the Senior Vice-President of **Eller Media Company**, a Delaware corporation, and that for and on behalf of said corporation, and as its act and deed, she executed the foregoing instrument, for the uses and purposes therein set forth, after first having been duly authorized by said corporation so to do.

Given under my hand and official seal, this 16th day of February, 2001.

JO DONOVAN
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
JULY 14, 2002

Jo Donovan
Notary Public

My Commission Expires:

Prepared by: Eller Media Company, 2850 East Camelback Rd., Ste. 300, Phoenix, AZ 85016 602-308-0796
Grantor's Address: 5 Shady Lane, West Hartford, CN 06117, Ph. 901-524-5000
Grantee's Address: Eller Media Company, 2850 East Camelback Rd., Ste. 300, Phoenix, AZ 85016, Ph. 602-308-0796

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EXHIBIT "A"

TRACT #1

623.18 ACRES OF LAND, BEING 495.89 ACRES LOCATED IN THE NORTHEAST, NORTHWEST, SOUTHEAST, AND SOUTHWEST QUARTERS OF SECTION 5, 115.5 ACRES LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 7, AND 11.79 ACRES LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Begin at a 1" pipe found at the Northeast Corner of said Section 5; thence, run South 00 degrees 25 minutes 03 seconds East, along section line, 2196.30 feet to an iron rod set on the west 50 foot right-of-way line of the railroad; thence, continue along said right-of-way line, South 53 degrees 19 minutes 58 seconds West, 900.66 feet to a point; thence, continue along said right-of-way line, South 53 degrees 00 minutes 43 seconds West, 8993.94 feet to an iron rod set; thence, run North, along quarter section line, 2917.23 feet to an iron rod set on the south margin of Church Road (gravel); thence, South 89 degrees 14 minutes 59 seconds East, along section line, 2646.60 feet to an iron rod set at the northeast corner of said Section 7; thence, North 00 degrees 23 minutes 10 seconds West, along section line, 2765.56 feet to a point on the east shoulder of Howard Sanders Road (no deeded right-of-way found); thence, leaving said road, run South 80 degrees 50 minutes 52 seconds East, 145.24 feet, passing an iron rod set at 18.28 feet on line, to an iron rod set; thence, North 07 degrees 13 minutes 52 seconds East, 138.08 feet to an iron rod set; thence, North 73 degrees 15 minutes 31 seconds West, 169.04 feet, passing an iron rod set at 150.55 feet on line, to a point on the east shoulder of said Howard Sanders Road; thence, North 00 degrees 23 minutes 10 seconds West, along the east shoulder of said road, 2378.27 feet to a spike set on the east shoulder of said road at the Northwest Corner of said Section 5; thence, South 89 degrees 31 minutes 38 seconds East, 5280.00 feet to the POINT OF BEGINNING.

Source Deed: Phelps property, Deed Book 296, Page 713.

TRACT #2

626.87 ACRES OF LAND, BEING 195.74 ACRES LOCATED IN THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 7, 304.0 ACRES LOCATED IN THE NORTHEAST, NORTHWEST, SOUTHEAST, AND SOUTHWEST QUARTERS OF SECTION 8 AND 127.13 ACRES LOCATED IN THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at a 1" pipe found at the Northeast Corner of said Section 5; thence, run South 00 degrees 25 minutes 03 seconds East, along section line, 2320.30 feet to an iron rod set on the east 50 foot right-of-way line of the railroad and the POINT OF BEGINNING; thence, run South 00 degrees 25 minutes 03 seconds East, along section line, 2152.05 feet to an iron rod set on the west 60 foot right-of-way line of Highway #61; thence, continue along said right-of-way line the following calls: South 37 degrees 14 minutes 26 seconds West, 805.96 feet to an iron rod set; North 78 degrees 53 minutes 06 seconds West, 160.87 feet to an iron rod set; North 88 degrees 07 minutes 00 seconds West, 115.40 feet to an iron rod set; South 69 degrees 01 minute 00 seconds West, 316.10 feet to a right-of-way marker found; South 76 degrees 13 minutes 00 seconds West, 167.50 feet to a right-of-way marker found; South 00 degrees 06 minutes 46 seconds West, 99.73 feet to a right-of-way marker found; North 82 degrees 02 minutes 40 seconds East, 211.20 feet to an iron rod set; North 68 degrees 08 minutes 40 seconds East, 280.70 feet to an iron rod set; South 27 degrees 21 minutes 31 seconds East, 173.99 feet to a right-of-way marker found; South 37 degrees 22 minutes 32 seconds West, 4690.53 feet to a right-of-way marker found; South 39 degrees 24 minutes 23 seconds West, 1209.64 feet to a right-of-way marker found; South 37 degrees 18 minutes 39 seconds West, 637.54 feet to an iron rod set; thence, leaving said right-of-way line, run North 89 degrees 28 minutes 02 seconds West, along section line, 595.69 feet to an iron rod set at the southeast corner of said Section 7; thence, North 89 degrees 32 minutes 14 seconds West, 2656.50 feet to an iron rod set; thence, North, along quarter section line, 2224.37 feet to an iron rod set on the east 50 foot right-of-way line of the railroad; thence, continue along said right-of-way line the following calls: North 53 degrees 00 minutes 43 seconds East, 9069.26 feet; North 53 degrees 19 minutes 58 seconds East, 826.78 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the real property conveyed to the State Highway Commission of Mississippi in that certain Special Warranty Deed dated June 11, 1949, recorded in Book 36 at Page 234 of the Land Records of DeSoto County, Mississippi, which land is described in said Special Warranty Deed as follows:

A strip of land extending 150 feet right and left from the center line of U. S. Highway No. 61, beginning at Station 297+50 and ending at Station 302+50 of project F-190(8); containing 2.3 acres, more or less, exclusive of present highway right of way and being situated in the Southwest 1/4 of Section 8, Township 2 South, Range 9 West, DeSoto County, Mississippi.

TRACT #3

1.342 ACRES OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Begin at a cotton picker spindle found in the center of Church Road and referenced as being the Southeast Corner of said Section 5; thence, run North 00 degrees 25 minutes 03 seconds West, along section line, 442.15 feet to an iron rod set on the east 80 foot right-of-way line of Highway #61; thence, continue along said right-of-way line, South 38 degrees 08 minutes 40 seconds West, 311.47 feet to an iron rod found; thence, continue along said right-of-way line, South 26 degrees 01 minute 00 seconds West, 101.98 feet to an iron rod found on the east 100 foot right-of-way line of said Highway #61; thence, continue along said right-of-way line, South 64 degrees 07 minutes 20 seconds East, 167.18 feet to an iron rod found; thence, South 00 degrees 47 minutes 39 seconds West, along said right-of-way line, 30.00 feet to a point in the center of said Church Road; thence, South 88 degrees 22 minutes 10 seconds East, along the center of said road, 90.37 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the real property conveyed to DeSoto County, Mississippi, in that certain Road Right of Way Deed dated December 5, 2000, and recorded in Book 384 at Page 339 of the Land Records of DeSoto County, Mississippi, which land is described in said Special Warranty Deed as follows:

> Beginning at the southeast corner of Section 5, Township 2 South, Range 9 West, DeSoto County, Mississippi; thence north 88 degrees, 18 minutes, 40 seconds west along the south line of said Section 5 a distance of 90.43 feet to a point; thence north 00 degrees, 49 minutes east a distance of 53 feet to a point; thence south 88 degrees, 18 minutes, 40 seconds east a distance of 90.43 feet to a point; thence south 00 degrees, 49 minutes west a distance of 53 feet to a point of beginning and containing 0.11 acres.

TRACT #4

741.88 ACRES OF LAND, BEING 178.60 ACRES LOCATED IN THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 8 AND 563.28 ACRES LOCATED IN THE NORTHEAST, NORTHWEST, SOUTHEAST, AND SOUTHWEST QUARTERS OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 9 WEST, DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS:

Commence at a cotton picker spindle found in the center of Church Road and referenced as being the Northwest Corner of said Section 9; thence, run South 88 degrees 26 minutes 04 seconds East, 2108.41 feet to an iron rod set (53 feet from the center of Church Road) and the POINT OF BEGINNING; thence, run South 89 degrees 15 minutes 28 seconds East, along the south margin of said Church Road, 1151.13 feet to a steel fence post set; thence, South 28 degrees 01 minute 30 seconds West, 110.07 feet to an iron rod found; thence, South 18 degrees 29 minutes 50 seconds East, 66.03 feet to an iron rod found; thence, South 53 degrees 53 minutes 10 seconds East, 106.79 feet to a steel fence post set; thence, North 87 degrees 33 minutes 30 seconds East, 200.32 feet to a steel fence post set; thence, North 37 degrees 40 minutes 40 seconds East, 263.80 feet to a steel fence post set on the south margin of said Church Road; thence, South 89 degrees 15 minutes 28 seconds East, 1602.80 feet to a point on section line (53 feet from center of Church Road); thence, leaving said road, run South 00 degrees 16 minutes 03 seconds East, along section line, 5177.55 feet, passing an iron rod set at 44.1 feet on line, to a 10" fence post at the southeast corner of said Section 9; thence, run South 89 degrees 58 minutes 23 seconds West, along section line, 5284.59 feet to the southwest corner of said Section 9 and the southeast corner of said Section 8; thence, North 89 degrees 28 minutes 02 seconds West, along section line, 4331.69 feet to a point on the east 100' right-of-way line of Highway #61; thence, continue along said right-of-way line the following calls: North 37 degrees 18 minutes 20 seconds East, 179.46 feet to a steel fence post found (100' right-of-way); North 32 degrees 32 minutes 30 seconds East, 240.82 feet to a steel fence post found (80' right-of-way); North 37 degrees 18 minutes 20 seconds East, 2430.13 feet to an iron rod found (80' right-of-way); thence, leaving said right-of-way line, run South 89 degrees 58 minutes 00 seconds East, along Saturn Investment property (Deed Book 346, Page 376) - 174.56 acre tract), 864.10 feet to an iron rod found; thence, South 00 degrees 02 minutes 00 seconds West, along said Saturn Investment property, 500.00 feet to an iron rod found; thence, South 89 degrees 58 minutes 00 seconds East, along same, 500.00 feet to an iron rod found; thence, North 00 degrees 02 minutes 00 seconds East, along same, 500.00 feet to an iron rod found; thence, South 89 degrees 58 minutes 00 seconds East, along said property, 1123.42 feet to an iron rod found; thence, North 37 degrees 26 minutes 05 seconds East, along said property, 3656.59 feet to the POINT OF BEGINNING.

Source Deed: Phelps property, Deed Book 296, Page 713.

EXHIBIT "B"

Eller Sign Easement No. 8

The following described real property lying and being situated in the Southwest 1/4 of Section 8, Township 2 South, Range 9 West, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at the Southwest corner of Section 8, Township 2 South, Range 9 West, DeSoto County, Mississippi; run thence South 89 degrees 28 minutes 02 seconds East along the South line of said Section 8 for a distance of 958.87 feet to a point on the East line of the Right of Way of U.S. Highway 61;

Run thence North 37 degrees 18 minutes 39 seconds East 179.46 feet; run thence North 32 degrees 32 minutes 30 seconds East 190.82 feet; run thence North 32 degrees 32 minutes 30 seconds East 50 feet; run thence North 37 degrees 18 minutes 20 seconds East 1289.54 feet to a point, said point also being the Point of Beginning of the Subject Property;

Run thence North 37 degrees 18 minutes 20 seconds East 50 feet; run thence South 52 degrees 41 minutes 40 seconds East 60 feet; run thence South 37 degrees 18 minutes 20 seconds West 50 feet; run thence North 52 degrees 41 minutes 40 seconds West 60 feet to the Point of Beginning of the Subject Property;

Said parcel of land contains 0.0689 acres in the Southwest 1/4 of Section 8, Township 2 South, Range 9 West, DeSoto County, Mississippi.

EXHIBIT "C"

Eller Access and Utility Easement
East Side of Highway 61

The following described real property lying and being situated in the Southeast 1/4 of Section 5; and the Southeast 1/4, the Southwest 1/4, the Northwest 1/4 and the Northeast 1/4 of Section 8, Township 2 South, Range 9 West, DeSoto County, Mississippi, and being more particularly described as follows:

A twenty foot (20") wide nonexclusive easement running along and adjacent to the East line of the Right of Way of U. S. Highway 61 from the South line of Section 8, Township 2 South, Range 9 West, to the East line of Section 5, Township 2 South, Range 9 West, except for the portion of such easement as is interrupted by the Right of Way of Church Road.

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EXHIBIT "D"

Eller Access and Utility Easement
East Side of Highway 61

The following described real property lying and being situated in the Southeast 1/4 of Section 5; and the Southeast 1/4, the Southwest 1/4, the Northwest 1/4 and the Northeast 1/4 of Section 8, Township 2 South, Range 9 West, DeSoto County, Mississippi, and being more particularly described as follows:

A twenty foot (20") wide nonexclusive easement running along and adjacent to the East line of the Right of Way of U. S. Highway 61 from the South line of Section 8, Township 2 South, Range 9 West, to the East line of Section 5, Township 2 South, Range 9 West, except for the portion of such easement as is interrupted by the Right of Way of Church Road.

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