

MUTUAL EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations the receipt and sufficiency all of which is hereby acknowledged, the undersigned, L T Inc., a Tennessee Corporation; N&P Properties, LLC; Johnson Properties II, LLC, do hereby grant and convey to L T Inc., a Tennessee Corporation, N&P Properties, LLC; and Johnson Properties II, LLC, a mutual, perpetual non-exclusive easement for ingress and egress, water, sewer and other utility lines over and across the property located in Desoto County, State of Mississippi, acquired or after acquired, as particularly described on Exhibit "A" hereto attached.

This easement shall run with title and be appurtenant to the lands of each of the Grantees adjoining the above described easement tract, acquired or after acquired, and situated in Section 34, T1S R8W, and titled as to N&P Properties, LLC; and Johnson Properties II, LLC by instruments signed and delivered contemporaneously with this instrument. This instrument and the grant hereof shall inure to the benefit of all the Grantees assigns and successors in title to the lands of each to which this easement is appurtenant.

WITNESS THE SIGNATURES OF THE GRANTORS on the date stated below.

L T Inc., a Tennessee Corporation

BY: [Signature]
Title: President
Date: 12/23/2003

STATE MS.-DESOTO CO. FILED
Dec 30 9 39 AM '03

BK 461 PG 615
NOTARY CLERK

N&P Properties, LLC

By: R. Hal Parker
Title: Managing Member
Date: 12-10-03

Johnson Properties II, LLC

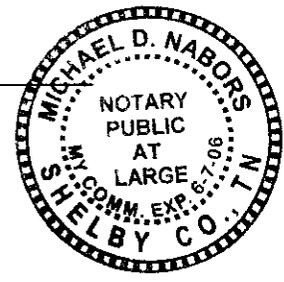
By: Allen Heath
Title: Managing Member
Date: 12/15/03

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named, Thomas Taylor, President of L T Inc., a Tennessee Corporation, who acknowledged that he executed the above and foregoing instrument in his capacity as President of said corporation, after being authorized so to do.

Given under my hand and official seal this the 23 day of DECEMBER, 2003.

Michael D. Nabors
NOTARY PUBLIC



MY COMMISSION EXPIRES:
6-7-2006

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named, _____, Managing Member of Johnson Properties II, LLC, who acknowledged that he executed the above and foregoing instrument in his representative capacity as Managing Member and after being authorized so to do.

Given under my hand and official seal this the _____ day of _____, 2003.

~~_____
NOTARY PUBLIC~~

MY COMMISSION EXPIRES:

BK0461PG0620

N&P Properties, LLC

By: _____
Title: Managing Member
Date: _____

Johnson Properties II, LLC

By: Alan Hall
Title: Managing Member
Date: 12-16-03

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named, Thomas Taylor, President of L T Inc., a Tennessee Corporation, who acknowledged that he executed the above and foregoing instrument in his capacity as President of said corporation, after being authorized so to do.

Given under my hand and official seal this the _____ day of _____, 2003.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

STATE OF ALABAMA
COUNTY OF LAUDERDALE

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named, ALAN NEILL, Managing Member of Johnson Properties II, LLC, who acknowledged that he executed the above and mutual easement in his representative capacity as Managing Member and after being authorized so to do.

Given under my hand and official seal this the 16th day of December, 2003.

Shirley V. Wendis
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires 7-14-2004

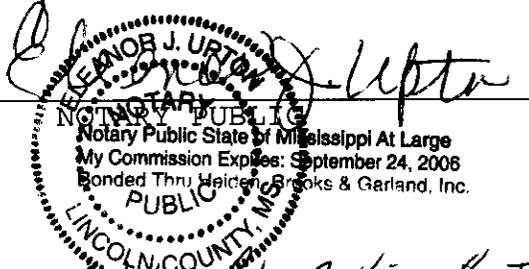


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STATE OF Mississippi
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, within my jurisdiction, the within named, R Hal Parker, Managing Member of N&P Properties, LLC, who acknowledged that he executed the above and foregoing instrument in his representative capacity as Managing Member and after being authorized so to do.

Given under my hand and official seal this the 10th day of December, 2003.



MY COMMISSION EXPIRES:

ADDRESS OF GRANTOR: 366 N. B. [unclear] Rd Collierville TN 38017
PHONE: 901 853 6000
ADDRESS OF GRANTEE: 110 Excell Dr. Pearl Ms 39205
PHONE: 664 6604

INDEXING INSTRUCTIONS: NE 1/4 Section 34, T1S R8W

Prepared by: Don McLemore
2660 Ridgewood Road
Jackson, MS 39216
Phone: 981-6009

Return to same.

Beckwith Land Surveying, LLC
 4797 Cuba-Millington Road
 Millington, TN. 38053
 (901) 872-4695

7 November, 2003
 INGRESS-EGRESS EASEMENT

Situated in the Northeast Quarter of Section 34, Township 1 South, Range 8 West in the County of DeSoto and State of Mississippi and being known as a 70 foot wide ingress-egress-utility easement lying 35 feet either side of the following described centerline over a part of a parcel of land conveyed to Billie Jean Wilhite by deed recorded in Deed Book 435, Page 115 in the office of the Chancery Clerk of DeSoto County, Mississippi further bounded and described as follows:

Beginning at a pk nail found in the centerline of Hurt Road at the Southwesterly corner of land conveyed to Dorothy Jeanne McDaniel by deed recorded in Deed Book 189, Page 522 in the office of the Chancery Clerk of DeSoto County, Mississippi, said nail lying North $06^{\circ}44'47''$ West a distance of 1,252.46 feet from the Southwesterly corner of said $\frac{1}{4}$ section;

Thence along said centerline South $06^{\circ}44'47''$ East a distance of 329.41 feet to a pk nail set at its intersection with the Westerly prolongation of the centerline of said 70 foot wide ingress-egress-utility easement;

Thence along said prolongation North $82^{\circ}48'51''$ East a distance of 40.00 feet to a $\frac{1}{2}$ " iron rebar set in the Easterly sideline of said Hurt Road and the Principal Place of Beginning of the centerline of the easement herein intended to be described;

Thence North $82^{\circ}48'51''$ East a distance of 850.13 feet to a 50 foot radius point at the Easterly terminus thereof;

As surveyed, calculated and described in November, 2003 by Earl T Beckwith PLS 2805 of Beckwith Land Surveying, LLC. Bearing used herein refer to a record meridian and are intended to indicate angles only.



11/07/03