

## SIGNAGE AND LANDSCAPE EASEMENT

25th This Signage and Landscape Easement (this "Agreement") is entered into as of the day of February, 2004 by and between Mississippi Purchase Corporation, a Mississippi corporation ("MPC") and Hal D. Crenshaw ("Crenshaw"), (MPC and Crenshaw being hereinafter referred to as "Grantor") and Hillwood Fund DTC 1, L.P., a Mississippi limited partnership ("Hillwood") and Mayfield/New York, Ltd., a Texas limited partnership ("Mayfield") (Hillwood and Mayfield being hereinafter collectively referred to as "Grantee"). The terms "Grantor" and "Grantee" shall include the successors, successors-in-title and assigns of Grantor and Grantee, as the context may permit or require.

Grantor is the owner of the tract of land described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Easement Area") and further shown on the plat recorded in the office of the Chancery Clerk in Plat Book 82, Page 29 as insert "A", said plat revised and recorded in Plat Book 83, Page 33. Subject to the terms and conditions set forth below, Grantor desires to grant to Grantee an easement over and across the Easement Area for the purpose stated herein.

Grantee, with Grantor's consent, has constructed and maintained certain portions of the Easement Area and now desires to memorialize such by way of this instrument, to which Grantor has agreed.

Mayfield is the owner of the tract of land described on **Exhibit "B"** attached hereto and incorporated herein by reference.

Hillwood is the owner of the tract of land described on **Exhibit "C"** attached hereto and incorporated herein by reference and further shown on the plat recorded in the office of the Chancery Clerk in Plat Book 82, Page 29, said plat revised and recorded in Plat Book 83, Page 33.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash paid in hand and other good and valuable considerations, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants and conveys to Grantee a perpetual easement in, under, over and across the Easement Area, which easement shall be exclusive with respect to the surface of the Easement Area and non-exclusive with respect to the subsurface of the Easement Area (the "Easement").
2. This Easement is granted for the purpose of Grantee constructing, operating, maintaining, replacing, repairing and maintaining the sidewalk, street lighting, landscaping, turf and trees in the Easement Area. As used herein, "maintenance" shall include, as applicable, lighting, trimming, fertilizing, irrigating, cleaning, repairing and replacing items in, under, over and across the Easement Area at its own cost and expense.
3. Hillwood and Mayfield agree to share the costs associated with constructing, operating, maintaining, replacing and repairing the Easement Area as follows: Hillwood shall pay 53.95% of the costs and Mayfield shall pay 46.05% of the costs.

4. Grantor may use the subsurface of the Easement Area for any use that would not impair Grantee's rights hereunder or impair the sign or landscaping installment pursuant to this Agreement. Grantor shall have all rights and benefits necessary or convenient for the full enjoyment or use of subsurface of the Easement Area, including the free right of ingress to and egress over and across the Easement Area. Grantor shall repair or replace any landscaping and/or other improvements on the surface of the Easement Area resulting from the exercise by Grantor of any rights hereunder.

5. This Easement shall inure to and be binding upon and enforceable by, as applicable, Grantor, Hillwood and Mayfield and their respective successors in title or assigns.

6. This Easement shall be interpreted and enforced in accordance with the laws of the State of Mississippi. The prevailing party, as determined by a court of competent jurisdiction, in any action to enforce the provisions hereof shall be entitled to recover all attorneys' fees and costs actually incurred by that party at all judicial levels.

7. This Easement shall not be amended except by a written instrument executed by the parties hereto or their applicable successors or assigns and recorded in the records of the Chancery Court Clerk, Desoto County.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever. Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said premises, subject to all matters now of record affecting said premises, unto Grantee, its successors and assigns, against every person, whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

EXECUTED to be effective as of the date first written above.

MISSISSIPPI PURCHASE CORPORATION,  
a Mississippi corporation

By:   
Hal D. Crenshaw, President

  
Hal D. Crenshaw

HILLWOOD FUND DTC 1, L.P.,  
a Mississippi limited partnership

By: Hillwood Fund GP1, LLC,  
a Texas limited liability company,  
its general partner

By: Hillwood Property Fund, L.P.,  
a Delaware limited partnership,  
its sole member

By: Hillwood Operating, L.P.,  
a Texas limited partnership,  
its general partner

By: Hillwood Development  
Company, LLC,  
a Texas limited liability  
company,  
its sole general partner

By: Dewitt T. Hicks III  
Dewitt T. Hicks III,  
Executive Vice President

MAYFIELD/NEW YORK, LTD.,  
a Texas limited partnership

By: Hillwood Operating, L.P.,  
a Texas limited partnership,  
its general partner

By: Hillwood Development Company, LLC,  
a Texas limited liability company,  
its sole general partner

By: Dewitt T. Hicks III  
Dewitt T. Hicks III,  
Executive Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state on this 25th day of February, 2004, within my jurisdiction, the within named Hal D. Crenshaw, who acknowledged that he is the President of Mississippi Purchase Corporation, a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by and said corporation so to do.

Gloria M. Repoll  
Notary Public

My Commission Expires:

8/10/04



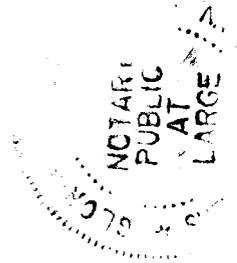
STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state on this 25th day of February, 2004, within my jurisdiction, the within named Hal D. Crenshaw, who acknowledged that he executed the above and foregoing instrument.

Gloria M. Repoll  
Notary Public

My Commission Expires:

8/10/04





## EXHIBIT "A"

Being a 1.063 acre parcel of land lying in the northwest and southwest quarters of Section 12, Township 2 South, Range 8 West, in the City of Southaven, Mississippi, and being more particularly described as follows:

Commencing at the centerline intersection of Venture Drive (90' R.O.W.) and Turman Road (68' R.O.W.), thence along the centerline of said Turman Road S51°43'19"E a distance of 79.95 feet to a point; thence leaving said centerline S38°15'47"W a distance of 34.00 feet to a point in the south R.O.W. line of said Turman Road, said point being the POINT OF BEGINNING; thence along said south R.O.W. S51°43'19"E a distance of 121.85 feet to a point; thence leaving said south R.O.W. S38°16'41"W a distance of 51.98 feet to a point; thence N51°43'19"W a distance of 87.19 feet to a point; thence S38°16'41"W a distance of 522.09 feet to a point; thence northwardly along a curve to the left with a radius of 75.00 feet, an arc length of 56.51 feet (chord N12°54'36"W - 55.18 feet) to a point of reverse curvature; thence along a curve to the right having a radius of 50 feet, an arc length of 54.31 feet (chord N3°22'35"W - 51.68 feet) to a point of compound curvature; thence along a curve to the right having a radius of 216.00 feet, an arc length of 39.88 feet (chord N33°01'57"E - 39.82 feet) to a point of tangency; thence N38°19'18"E a distance of 281.75 feet to a point of curvature; thence northwardly along a curve to the right having a radius of 150.00 feet, an arc length of 40.75 feet (chord N46°06'13"E - 40.62 feet) to a point of reverse curvature; thence along a curve to the left having a radius of 150.00 feet, an arc length of 40.75 feet (chord N46°06'13"E - 40.62 feet) to a point of tangency; thence N38°19'18"E a distance of 64.00 feet to a point of curvature; thence northeasterly along a curve to the right having a radius of 35.00 feet, an arc length of 54.95 feet (chord N83°17'59"E - 49.48 feet) to a point of tangency, said point being the point of beginning and containing 46,298 square feet (1.063 acres).

## EXHIBIT "B"

Being a 42.385 acre parcel of land lying in the southeast quarter of Section 11 and the southwest quarter of Section 12, Township 2 South, Range 8 West, in the City of Southaven, Mississippi, and being more particularly described as follows:

Commencing at the centerline intersection of Turman Road (68' R.O.W.) and Venture Drive (90' R.O.W.); thence northwestwardly along the centerline of said Turman Road  $N51^{\circ}43'19''W$  a distance of 80.05 feet to a point; thence leaving said centerline  $S38^{\circ}16'14''W$  a distance of 34.00 feet to a point in the south R.O.W. line of Turman Road, said point also being a northeast corner of Lot 1 of the DeSoto Trade Center, as recorded in Plat Book 82, Page 29 in the Chancery Court Clerk's Office of DeSoto County, Mississippi and the POINT OF BEGINNING; thence southwardly along the east line of said Lot 1 along a curve to the right having a tangent bearing of  $S51^{\circ}43'19''E$ , a radius of 35.00 feet, an arc length of 55.00 feet (chord  $S06^{\circ}42'01''E - 49.52$  feet) and a central angle of  $90^{\circ}02'38''$  to a point of tangency; thence continuing along said east line  $S38^{\circ}19'18''W$  a distance of 63.88 feet to a point of curvature; thence along a curve to the left having a radius of 150.00 feet, an arc length of 40.75 feet (chord  $S30^{\circ}32'24''W - 40.62$  feet) and a central angle of  $15^{\circ}33'49''$  to a point of reverse curvature; thence along a curve to the right having a radius of 150.00 feet, an arc length of 40.75 feet (chord  $S30^{\circ}32'24''W - 40.62$  feet) and a central angle of  $15^{\circ}33'49''$  to a point of tangency; thence continuing along said east line  $S38^{\circ}19'18''W$  a distance of 308.51 feet to a point of curvature; thence along a curve to the right having a radius of 366.00 feet, an arc length of 344.37 feet (chord  $S65^{\circ}16'35''W - 331.80$  feet) and a central angle of  $53^{\circ}54'33''$  to a point of tangency; thence westwardly along the south line of said Lot 1  $N87^{\circ}46'08''W$  a distance of 1693.32 feet to a point of curvature; thence continuing along said south line along a curve to the left having a radius of 434.00 feet, an arc length of 195.42 feet (chord  $S79^{\circ}19'53''W - 193.78$  feet) and a central angle of  $25^{\circ}47'58''$  to a point of tangency; thence  $S66^{\circ}25'54''W$  a distance of 140.33 feet to a point in the east R.O.W. of US Highway 51 (106' R.O.W.), said point also being the southwest corner of said Lot 1 of the DeSoto Trade Center; thence southeastwardly along the east R.O.W. of said US Highway 51 along a curve to the left having a radius of 4533.70 feet, an arc length of 213.67 feet (chord  $S22^{\circ}12'19''E - 213.65$  feet) and a central angle of  $2^{\circ}42'01''$  to a point of tangency; thence continuing along said east R.O.W.  $S23^{\circ}33'19''E$  a distance of 606.39 feet to a point, said point being the northwest corner of Phase 1 of the Trinity Lakes Subdivision as recorded in Plat Book 72, Page 33 in the Chancery Court Clerk's Office of DeSoto County, Mississippi; thence along the north line of the Trinity Lakes PUD, Phases 1 & 2 and the western portion of Hal Crenshaw's north line  $S87^{\circ}45'01''W$  a distance of 1922.30 feet to a point, said point being the southwest corner of the Mississippi Purchase Corporation property as recorded in Deed Book 319, Page 523; thence north and northeastwardly along the west line of said Mississippi Purchase Corporation property  $N02^{\circ}14'16''E$  a distance of 668.66 feet to a point; thence continuing along said west line  $N15^{\circ}50'37''E$  a distance of 106.27 feet to a point of curvature; thence along a curve to the left having a radius of 75.00 feet, an arc length of 165.89 feet (chord  $N28^{\circ}52'15''E - 134.08$  feet) and a central angle of  $126^{\circ}44'01''$  to a point of reverse curvature; thence along a curve to the right having a radius of 50.00 feet, an arc length of 54.31 feet (chord  $N03^{\circ}22'35''W - 51.68$  feet) and a central angle of  $62^{\circ}14'22''$  to a point of compound curvature; thence along a curve to the right having a radius of 216.00 feet, an arc length of 39.88 feet (chord  $N33^{\circ}01'57''E - 39.82$  feet) and a central angle of  $10^{\circ}34'42''$  to a point of tangency; thence  $N38^{\circ}19'18''E$  a distance of 281.75 feet to a point of curvature; thence along a curve to the right having a radius of 150.00 feet, an arc length of 40.75 feet (chord  $N46^{\circ}06'13''E - 40.62$  feet) and a central angle of  $15^{\circ}33'49''$  to a point of reverse curvature; thence along a curve to the left having a radius of 150.00 feet, an arc length of 40.75 feet (chord  $N46^{\circ}06'13''E - 40.62$  feet) and a central angle of

15°33'49" to a point of tangency; thence continuing along the west line of said Mississippi Purchase Corporation Property N38°19'18"E a distance of 64.00 feet to a point of curvature; thence along a curve to the right having a radius of 35.00 feet, an arc length of 54.95 feet (chord S83°17'59"W - 49.48 feet) and a central angle of 89°57'22" to a point in the south R.O.W. of Turman Road (68' R.O.W.), said point also being the northwest corner of said Mississippi Purchase Corporation property; thence along said south R.O.W. line N51°43'19"W a distance of 160.00 feet to the point of beginning and containing 1,846,291 square feet (42.385 acres).

STATE MS.-DESOTO CO.  
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BK 468 PG 83  
S.F. DAVIS CH. CLK.