

**TEMPORARY CONSTRUCTION STAGING  
AND ACCESS EASEMENT AGREEMENT**

This Temporary Construction Staging and Access Easement Agreement ("Agreement") is entered into by and between Land's End of Mississippi, LLC, a Mississippi Limited Liability Company, DeSoto Industrial Partners, LLC, a Mississippi Limited Liability Company and 305 Industrial Partners, LLC, a Mississippi Limited Liability Company, collectively, ("Owner"), FedEx Ground Package System, Inc. ("FedEx") and the City of Olive Branch, Mississippi ("City").

WHEREAS, FedEx intends to construct a ground transportation hub and other ancillary facilities on an approximately 93.853 acre tract of land in the DeSoto Distribution Center, near the intersection of U.S. Highway 78 and Mississippi State Highway 305, and

WHEREAS, the Owner is the owner of property on the south side of proposed Nail Road between Mississippi Highway 305 and the proposed hub site, and

WHEREAS, as part of the subdivision approval process, Owner is dedicating an eighty-four (84) foot wide right of way on that portion of Owner's property to the City for the construction of the proposed Nail Road extension from Mississippi State Highway 305 to the western border of the DeSoto Distribution Center, as more particularly described in Exhibit "A", and

WHEREAS, Owner is also dedicating a seventy-two (72) foot wide right of way on that portion of Owner's property to the City for the construction of the proposed FedEx Lane from the northern edge of the proposed Nail Road to the southern edge of West Sandridge Road, as more particularly described in Exhibit "B", and

WHEREAS, Owner intends to grant a necessary temporary construction staging easement to the City to allow for the construction of said Nail Road and FedEx Lane, and

WHEREAS, the property upon which Owner intends to grant the temporary construction staging easement is more particularly described in Exhibit "C".

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties of which hereby acknowledge and in accordance with the terms and conditions hereinafter set forth, the parties agree as follows:

1. Temporary Construction Staging Easement. Owner hereby grants to the City a Temporary Construction Staging Easement over the property described in Exhibit "C" attached hereto, to facilitate the construction of the proposed Nail Road and proposed FedEx Lane. The Temporary Construction Staging Easement shall expire the earlier of (i) the completion of the proposed Nail Road and proposed FedEx Lane and acceptance thereof by the City; or (ii) two (2) years from the recording of this Temporary Construction Staging And Access Easement

STATE MS.-DESOTO CO *bx*

MAR 30 3 13 PM '04

BK 468 PG 414

Agreement in the Land Records in the Office of the Chancery Clerk of DeSoto County, Mississippi.

2. **Temporary Access Easement.** The City hereby grants unto FedEx a temporary access easement, for the right to use the tracts described in Exhibits "A" and "B" attached hereto for temporary access to its proposed hub site throughout the construction process of proposed Nail Road and proposed FedEx Lane. FedEx agrees to coordinate its access with the City, as necessary, to avoid interference with the road construction.

3. **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral or written agreement between the parties that, in any manner, relates to the subject matter of this Agreement, except as provided by and Exhibits attached hereto.

4. **Governing Law.** This Agreement shall be governed by the laws of the State of Mississippi; and venue for any action concerning this Agreement shall be in DeSoto County, Mississippi.

5. **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6. **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions. It is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7. **Recitals.** The recitals to the Agreement are incorporated herein.

8. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

9. **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the City, which consent shall not be unreasonably withheld or delayed.

AGREED this 27<sup>th</sup> day of March, 2004.

LAND'S END OF MISSISSIPPI, LLC, a  
Mississippi Limited Liability Company

BY: [Signature]  
TITLE: Chief Manager

DESOTO INDUSTRIAL PARTNERS, LLC, a  
Mississippi Limited Liability Company

BY: [Signature]  
TITLE: Chief Manager

305 INDUSTRIAL PARTNERS, LLC, a  
Mississippi Limited Liability Company

BY: [Signature]  
TITLE: Chief Manager

FEDEX GROUND PACKAGE SYSTEM, INC.

BY: [Signature] DM  
TITLE: General Counsel

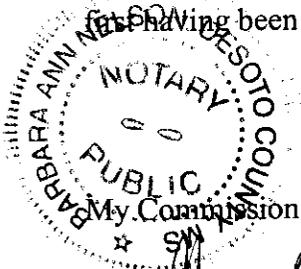
CITY OF OLIVE BRANCH, MISSISSIPPI

BY: [Signature]  
TITLE: Mayor

ATTEST:  
[Signature]  
Judy C. Herrington, City Clerk

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of March, 2004, within my jurisdiction, the within named Dan B. Turley, Jr., who acknowledged that he is Chief Manager of Land's End of Mississippi, LLC, a MS limited liability company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.



Barbara Ann Nelson  
NOTARY PUBLIC

My Commission Expires:

May 21, 2006

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of March, 2004, within my jurisdiction, the within named Dan B. Turley, Jr., who acknowledged that he is Chief Manager of DeSoto Industrial Partners, LLC, a MS limited liability company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.



Barbara Ann Nelson  
NOTARY PUBLIC

My Commission Expires:

May 21, 2006

STATE OF Mississippi  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of March, 2004, within my jurisdiction, the within named Dan B. Turley, Jr., who acknowledged that he is Chief Manager of 305 Industrial Partners, LLC, a MS limited liability company, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Barbara Ann Nelson  
NOTARY PUBLIC

My Commission Expires: May 21, 2006  
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of March, 2004, within my jurisdiction, the within named Steven H. Taylor, who acknowledged that he is General Counsel of FedEx Ground Package System, Inc., a Delaware 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 said corporation so to do.

Barbara Ann Nelson  
NOTARY PUBLIC

My Commission Expires: May 21, 2006

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

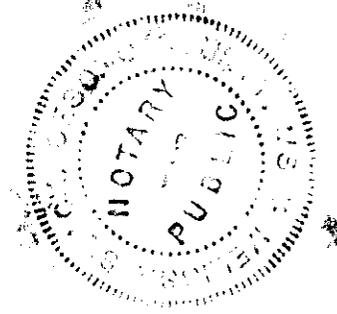
Personally appeared before me, the undersigned authority in and for the said county and state on this 22nd day of March, 2004, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City

Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Melissa Black  
NOTARY PUBLIC

My Commission Expires:

~~MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG 11, 2007  
BONDED THRU STEGALL NOTARY SERVICE~~



PREPARED BY AND RETURN TO: Gary P. Snyder, Watkins Ludlam Winter & Stennis, P.A.,  
P.O. Box 1456, Olive Branch, MS 38654, 662-895-2996.

LEGAL DESCRIPTION (R.O.W. METES & BOUNDS)

DESCRIPTION OF A 7.11 ACRE METES AND BOUNDS OF THE PROPOSED ROAD RIGHT-OF-WAY FOR NAIL ROAD (84' R.O.W.) LOCATED IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, IN THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, THENCE NORTH  $00^{\circ}52'48''$  WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 401.82 FEET TO THE POINT OF BEGINNING AND BEING ON THE SOUTH RIGHT-OF-WAY OF SAID PROPOSED NAIL ROAD; THENCE AROUND SAID PROPOSED RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES:

SOUTH  $89^{\circ}06'55''$  WEST A DISTANCE OF 269.45 FEET TO A POINT; THENCE SOUTH  $90^{\circ}00'00''$  WEST A DISTANCE OF 792.26 FEET TO A POINT; THENCE DEPARTING SAID PROPOSED SOUTH RIGHT-OF-WAY NORTH  $00^{\circ}19'03''$  WEST A DISTANCE OF 84.00 FEET TO A POINT; THENCE NORTH  $90^{\circ}00'00''$  EAST A DISTANCE OF 792.08 FEET TO A POINT; THENCE NORTH  $89^{\circ}06'55''$  EAST A DISTANCE OF 2117.47 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A LENGTH OF 228.25 FEET, A RADIUS OF 642.00 FEET, A DELTA ANGLE OF  $20^{\circ}22'14''$ , A CHORD BEARING OF SOUTH  $80^{\circ}41'58''$  EAST, AND A CHORD DISTANCE OF 227.05 FEET TO A POINT; THENCE SOUTH  $70^{\circ}30'51''$  EAST A DISTANCE OF 233.19 FEET TO A POINT; THENCE NORTH  $89^{\circ}06'55''$  EAST A DISTANCE OF 156.91 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 102.45 FEET, A RADIUS OF 65.00 FEET, A DELTA ANGLE OF  $90^{\circ}18'28''$ , A CHORD BEARING OF NORTH  $43^{\circ}57'41''$  EAST, AND A CHORD DISTANCE OF 92.17 FEET TO A POINT; THENCE NORTH  $01^{\circ}11'00''$  WEST A DISTANCE OF 32.98 FEET TO A POINT; THENCE SOUTH  $89^{\circ}20'13''$  EAST A DISTANCE OF 11.50 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF MISSISSIPPI HIGHWAY 305; THENCE SOUTH  $01^{\circ}11'32''$  EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 264.67 FEET TO A POINT OF CURVATURE ON THE SOUTH RIGHT-OF-WAY OF SAID PROPOSED NAIL ROAD; THENCE DEPARTING SAID WEST RIGHT-OF-WAY ALONG SAID SOUTH RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 101.75 FEET, RADIUS OF 65.00 FEET, A DELTA ANGLE OF  $89^{\circ}41'32''$ , A CHORD BEARING OF NORTH  $46^{\circ}02'19''$  WEST, AND A CHORD DISTANCE OF 91.68 FEET TO A POINT; THENCE SOUTH  $89^{\circ}06'55''$  WEST A DISTANCE OF 136.27 FEET TO A POINT; THENCE NORTH  $70^{\circ}30'51''$  WEST A DISTANCE OF 299.99 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 198.39 FEET, A RADIUS OF 558.00 FEET, A DELTA ANGLE OF  $20^{\circ}22'14''$ , A CHORD BEARING OF NORTH  $80^{\circ}41'58''$  WEST, AND A CHORD DISTANCE OF 197.34 FEET TO A POINT; THENCE SOUTH  $89^{\circ}06'55''$  WEST A DISTANCE OF 1848.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.11 ACRES MORE OR LESS OF LAND.

**EXHIBIT "A"**

LEGAL DESCRIPTION (R.O.W. METES & BOUNDS)

DESCRIPTION OF A 3.69 ACRE METES AND BOUNDS OF THE PROPOSED ROAD RIGHT-OF-WAY FOR FEDEX LANE (72' R.O.W.) LOCATED IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, THENCE NORTH 00°52'48" WEST ALONG SAID WEST BOUNDARY A DISTANCE OF 485.82 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF THE PROPOSED NAIL ROAD; THENCE SOUTH 89°06'55" WEST ALONG SAID PROPOSED NORTH RIGHT-OF-WAY A DISTANCE OF 268.81 FEET TO A POINT; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 352.93 FEET TO THE POINT OF BEGINNING; THENCE AROUND SAID PROPOSED RIGHT-OF-WAY THE FOLLOWING BEARINGS AND DISTANCES:

SOUTH 90°00'00" WEST A DISTANCE OF 152.00 FEET TO A POINT OF CURVATURE; THENCE DEPARTING SAID PROPOSED NORTH RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 62.83 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 45°00'00" EAST, AND A CHORD DISTANCE OF 56.57 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 338.86 FEET, A RADIUS OF 414.00 FEET, A DELTA ANGLE OF 46°53'49", A CHORD BEARING OF NORTH 23°26'55" WEST, AND A CHORD DISTANCE OF 329.48 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A LENGTH OF 390.29 FEET, A RADIUS OF 486.00 FEET, A DELTA ANGLE OF 46°00'44", A CHORD BEARING OF NORTH 23°53'27" WEST, AND A CHORD DISTANCE OF 379.89 FEET TO A POINT; THENCE NORTH 00°53'05" WEST A DISTANCE OF 1304.83 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 62.83 FEET, RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF NORTH 45°53'05" WEST, AND A CHORD DISTANCE OF 56.57 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SANDIDGE ROAD; THENCE NORTH 89°06'55" EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 152.00 FEET TO A POINT OF CURVATURE; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 62.83 FEET, RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 44°06'55" WEST, AND A CHORD DISTANCE OF 56.57 FEET TO A POINT; THENCE SOUTH 00°53'05" EAST A DISTANCE OF 1304.83 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 332.47 FEET, A RADIUS OF 414.00 FEET, A DELTA ANGLE OF 46°00'44", A CHORD BEARING OF SOUTH 23°53'27" EAST, AND A CHORD DISTANCE OF 323.61 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A LENGTH OF 397.79 FEET, A RADIUS OF 486.00 FEET, A DELTA ANGLE OF 46°53'49", A CHORD BEARING OF SOUTH 23°26'55" EAST, AND A CHORD DISTANCE OF 386.78 FEET TO A POINT; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A LENGTH OF 62.83 FEET, A RADIUS OF 40.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 45°00'00" EAST, AND A CHORD DISTANCE OF 56.57 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

CONTAINING 3.69 ACRES MORE OR LESS OF LAND.

BK 0468 PG 0423

LEGAL DESCRIPTION (EASEMENT METES & BOUNDS)

DESCRIPTION OF A 3.00 ACRE METES AND BOUNDS OF A TEMPORARY CONSTRUCTION EASEMENT LOCATED IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI, IN THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND P.K. NAIL COMMON TO THE NORTHWEST CORNER OF SAID SECTION 4 AND BEING AT THE INTERSECTION OF SANDIDGE ROAD (80' R.O.W.) AND ROSS ROAD; THENCE NORTH 89°06'55" EAST ALONG THE CENTERLINE OF SAID SANDIDGE ROAD AND THE NORTH LINE OF SAID SECTION 4 A DISTANCE OF 1262.54 FEET TO A POINT ON SAID CENTERLINE; THENCE DEPARTING SAID CENTERLINE SOUTH 00°53'05" EAST A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF SAID SANDIDGE ROAD AND THE POINT OF BEGINNING OF THE TEMPORARY CONSTRUCTION EASEMENT HEREIN DESCRIBED; THENCE AROUND SAID EASEMENT THE FOLLOWING BEARINGS AND DISTANCES: NORTH 89°06'55" EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 320.00 FEET TO A POINT OF CURVATURE; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A LENGTH OF 62.83 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF SOUTH 45°53'05" EAST, AND A CHORD DISTANCE OF 56.57 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF PROPOSED FEDEX LANE (72' R.O.W.); THENCE SOUTH 00°53'05" EAST A DISTANCE OF 323.96 FEET TO A POINT; THENCE DEPARTING SAID PROPOSED WEST RIGHT-OF-WAY SOUTH 89°06'55" WEST A DISTANCE OF 360.00 FEET TO A POINT; THENCE NORTH 00°53'05" WEST A DISTANCE OF 363.96 FEET TO THE POINT OF BEGINNING.

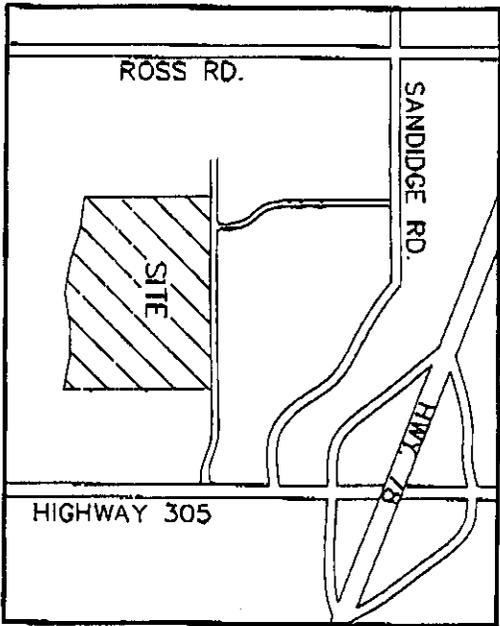
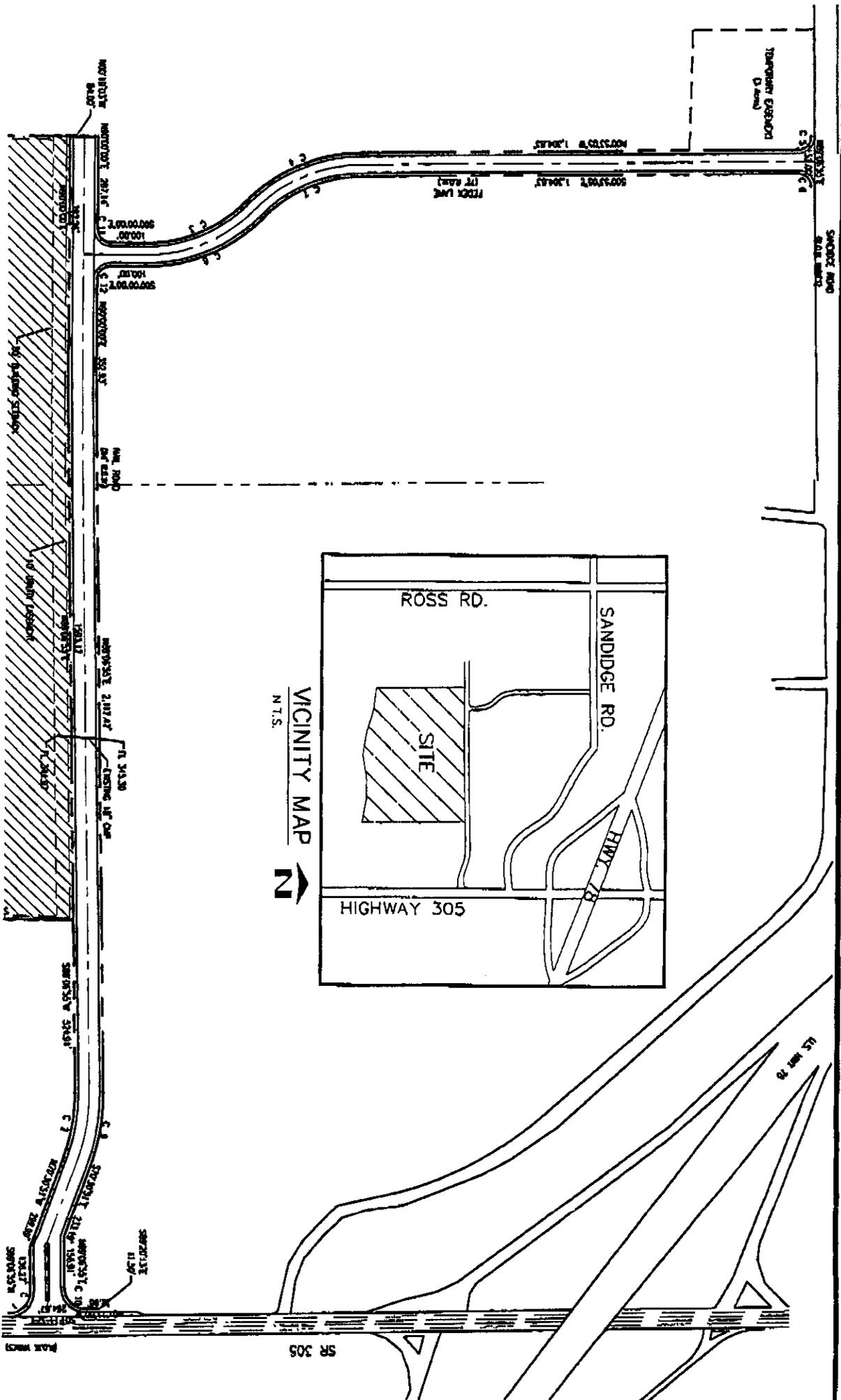
CONTAINING 3.00 ACRES MORE OR LESS OF LAND.

EXHIBIT "C"



TETRA TECH, INC.

85 Union Avenue  
Memphis, TN 38103 (901) 523-9303



VICINITY MAP  
N.T.S.



EXHIBIT DRAWING  
DESOTO DISTRIBUTION CENTER

SCALE: 1" = 400'

DATE: MARCH 17, 2004