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BK 494 PG 396
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

**AMENDED AND RESTATED
LINEAR DETENTION BASIN EASEMENT**

BK 484 PG 698
W.E. DAVIS CH. CLK.

This Amended and Restated Linear Detention Basin Easement (this "Agreement") is entered into to be effective as of the 30th day of September, 2004, by Mississippi Purchase Corporation, a Mississippi corporation ("Grantor"), Mayfield/New York, Ltd., a Texas limited partnership ("Mayfield") and Hillwood Fund DTC 1, L.P., a Mississippi limited partnership ("HFDTCl") (Mayfield and HFDTCl being referred to collectively herein as "Grantee").

This Amended and Restated Linear Detention Basin Easement is given in amendment, restatement, and replacement of that certain Linear Detention Basin Easement dated October 8, 2002 between Grantor and Hal B. Crenshaw (collectively, "Original Grantor") and Mayfield ("Original Grantee") recorded at Book 430, Page 336 and re-recorded at Book 1581, Page 730, Official Records of DeSoto County, Mississippi. Grantor is the successor in interest to Original Grantor and Grantee is the successor in interest to Original Grantee.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants contained herein, Grantor and Grantee agree as follows:

1. Subject to the terms of this Agreement, Grantor hereby grants to Grantee an exclusive perpetual detention basin easement (the "Detention Basin Easement") on, over, under and in (i) the property described in the attached Exhibit "A-1" and in the attached Exhibit "A-2" (the "Detention Basin Easement Property") to accommodate storm water drainage from the property described in the attached Exhibit "B" (the "Mayfield Property") and from the property described in the attached Exhibit "C" (the "HFDTCl Property"). The Detention Basin Easement Property consists of a portion of the tract(s) of land owned by Grantor described in the attached Exhibit "D" (the "Grantor Property"). This grant is subject to all matters of record affecting the Detention Basin Easement Property.

2. The Detention Basin Easement Property shall be used by Grantee only for the purpose of (a) constructing, at Grantee's expense, a storm water drainage channel and basin (the "Detention Basin") of a size and depth sufficient to accommodate the anticipated storm water drainage from the Property, and (b) receiving surface drainage of all storm water from the Property to be discharged into the Detention Basin.

3. Grantor may use the Detention Basin Easement Property to accommodate storm water drainage from other property; provided, however, in such event, it shall be the responsibility of Grantor (or other parties designated by the Grantor) to enlarge or deepen the Detention Basin so that it will be able to accommodate such additional storm water drainage.

4. Grantee shall submit the preliminary plans for the Detention Basin to Grantor for approval, which approval shall not be unreasonably withheld or delayed (the "Preliminary Plans"). Grantee agrees to construct the Detention Basin, as and when it deems necessary, at its own cost and expense, in accordance with the Preliminary Plans. Grantee shall not materially

1st American Little Fedex

19

modify the Preliminary Plans without Grantor's prior approval, which shall not be unreasonably withheld or delayed. Grantee has no right to and shall not grant or otherwise permit to exist any lien of any nature on the Detention Basin Easement Property or on the interest of either Grantor or Grantee therein.

5. Grantee shall pay all reasonable costs of maintaining the Detention Basin and the Detention Basin Easement Property in accordance with all legal requirements; provided that if Grantee permits Grantor to use the Detention Basin in accordance with paragraph 3 above, Grantor shall pay its pro rata cost of such maintenance.

6. Grantee shall indemnify and hold Grantor harmless for any damage, injury, claim or other liability resulting from any remediation costs related to any hazardous substances, wastes or petroleum hydrocarbon substances discharged by Grantee, its agents, employees or contractors into the Detention Basin or onto the Detention Basin Easement Property. Grantor and any future owner of all or a portion of the Grantor Property shall indemnify and hold Grantee harmless for any damage, injury, claim or other liability resulting from Grantee's or such other person's or entity's use or drainage of storm water into the Detention Basin or onto the Detention Basin Easement Property, including, but not limited to any remediation costs related to any hazardous substances, wastes or petroleum hydrocarbon substances discharged into the Detention Basin or onto the Detention Basin Easement Property by such Grantor or such other person or entity.

7. Whenever this Agreement requires or permits Grantee to construct or maintain the Detention Basin, the owner of the HFDTCl Property shall be responsible to conduct such construction or maintenance of the Detention Basin. Notwithstanding the foregoing, the owner of the Mayfield Property may take such action as is reasonably necessary to repair and maintain the Detention Basin if the owner of the HFDTCl Property fails to commence corrective maintenance action within ten (10) days after written notice from the owner of the Mayfield Property specifying the maintenance that is necessary or fails diligently to pursue such corrective action once commenced; provided that the Owner of the Mayfield Property may take corrective action without prior notice in the event of an emergency that threatens persons or property. The costs of all construction or maintenance shall be shared by the owners of the HFDTCl Property and the Mayfield Property (and the owner of any other property to the extent provided in paragraph 5 above) based upon the number of square feet in the relevant property as a percentage of the number of square feet in all properties served by the Detention Basin Easement and shall be payable to the owner which performed the work within twenty (20) days of delivery of an invoice reasonably detailing such costs. In the event of dispute as to any amounts due hereunder, the parties agree to submit the matter to binding arbitration pursuant to rules of the American Arbitration Association.

8. The Detention Basin Easement Property and the Detention Basin Easement are easements appurtenant to the Property any portion thereof and run with the Property or any portion thereof. Except for the automatic assignment of the Detention Basin Easement Property and the Detention Basin Easement as an appurtenance to any conveyance all or a portion of the Property, the Detention Basin Easement Property and the Detention Basin Easement are not assignable by Grantee without the prior written consent of Grantor.

9. Any notice to be given hereunder shall be in writing and shall be deemed given (a) as of the date delivered to the applicable party at the address set forth below, or (b) two days after the date of deposit thereof in the U.S. Mail, by certified mail, return receipt requested, postage prepaid, addressed to the applicable party at the address set forth below. Either party may change its address for notice by giving written notice of such change to the other party not less than ten days prior to the effective date of such address change.

10. The covenants of this Agreement are specifically enforceable by Grantor and Grantee. Either party shall have the right to seek injunctive relief to specifically enforce the covenants of this Agreement in addition to all other remedies available at law or in equity.

11. The prevailing party in any legal proceeding regarding this Agreement shall be entitled to recover from the other party all reasonable attorneys' fees and costs incurred in connection with such proceeding.

12. This Agreement may be amended only by a written document signed by the owners of the Property and the Detention Basin Easement Property as of the date of such amendment, contains the entire agreement between the parties relating to the subject matter hereof, **SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSISSIPPI**, is performable in Desoto County, Mississippi and is binding and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[Balance of this page is blank. The next pages are the signature pages.]

EXECUTED on the dates set forth below to be effective as of the date first written above.

GRANTOR:

Address:

c/o Hal D. Crenshaw
160 Cherry Road
Memphis, Tennessee 38117

MISSISSIPPI PURCHASE CORPORATION,
a Mississippi corporation

By: Hal D. Crenshaw
Name: HAL D. CRENSHAW
Title: PRESIDENT

With copy to:

Wyatt, Tarrant & Combs, LLP
P. O. Box 775000
Memphis, Tennessee 38177-5000
Attn: Boyd L. Rhodes, Jr.

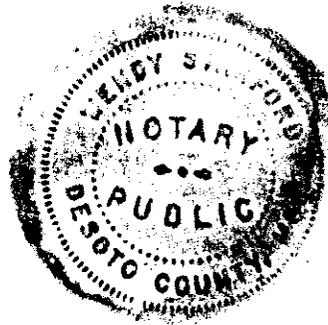
STATE OF ~~TENNESSEE~~ Mississippi §
COUNTY OF ~~SHELBY~~ DeSoto §

PERSONALLY appeared before me, the undersigned authority of law in and for the State and County aforesaid, within my jurisdiction, the within named Hal D. Crenshaw, President of Mississippi Purchase Corporation, a Mississippi corporation, who acknowledged that for and on behalf of said corporation, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed as his act and deed, being first duly authorized so to do this 28 day of September, 2004.

Wendy Stanford
Notary Public, State of ~~Tennessee~~ Mississippi
Notary's Printed/Stamped Name:
Wendy Stanford

My commission expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Aug 22, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS



GRANTEE:

Address:

c/o Hillwood Development Corporation
Three Lincoln Center
5430 LBJ Freeway, Suite 800
Dallas, Texas 75240
Attn: Todd Platt

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

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

With copies to:

Hillwood Development corporation
Three Lincoln Center
5430 LBJ Freeway, Suite 800
Dallas, Texas 75240
Attn: Michele Medlin

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

and

Haynes and Boone, LLP
901 Main Street, Suite 3100
Dallas, Texas 75202
Attn: Robert E. Wilson

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 TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on September 30 2004, by Dewitt T. Hicks III, Executive Vice President of Hillwood Development Company, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as sole general partner of Hillwood Operating, L.P., a Texas limited partnership, on behalf of said limited partnership, in its capacity as sole member of Hillwood Property Fund, L.P., a Delaware limited partnership, on behalf of said limited partnership, in its capacity as sole member of Hillwood Fund GP1, LLC, a Texas limited liability company, on behalf of said limited liability company, its capacity as general partner of Hillwood Fund DTC 1, L.P., a Mississippi limited partnership, on behalf of said limited partnership.



Melinda Northrup
Notary Public, State of Texas

Address:

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

c/o Hillwood Development Corporation
Three Lincoln Center
5430 LBJ Freeway, Suite 800
Dallas, Texas 75240
Attn: Todd Platt

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

With copies to:

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

Hillwood Development corporation
Three Lincoln Center
5430 LBJ Freeway, Suite 800
Dallas, Texas 75240
Attn: Michele Medlin

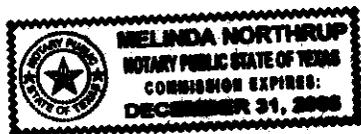
By: Dewitt T. Hicks III
Dewitt T. Hicks III,
Executive Vice President

and

Haynes and Boone, LLP
901 Main Street, Suite 3100
Dallas, Texas 75202
Attn: Robert E. Wilson

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on September 30 2004, by Dewitt T. Hicks III, Executive Vice President, of Hillwood Development Company, LLC, a Texas limited liability company, on behalf of said corporation, in its capacity as sole general partner of Hillwood Operating, L.P., a Texas limited partnership, on behalf of said limited partnership, in its capacity as general partner of Mayfield/New York, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Melinda Northrup
Notary Public, State of Texas

Exhibit "A-1"

Description of Linear Detention Basin Easement Property

Being a description of a slope and detention area easement lying in the southwest quarter of Section 12, Township 2 South, Range 8 West over and across a part of that property transferred unto Mississippi Purchase Corporation by Deed of Record in Book 319, Page 523 at the Chancery Clerk's Office in DeSoto County, Mississippi, and being more particularly described as follows:

Begin at a point at the southeast corner of the Mayfield/New York, Ltd., property (Book 404, Page 96); thence, with the east line of the said Mayfield/New York property the following courses: N02°14'16"E a distance of 668.66 feet to a point; thence N15°50'37"E a distance of 106.27 feet to a point of non-tangent curvature; thence along the arc of a curve turning to the left having an arc length of 81.48 feet, a radius of 75.00 feet, a delta angle of 62°14'59", and a chord bearing and length of N61°06'46"E, 77.54 feet, to a point; thence leaving said east line with a line over and across the Mississippi Purchase Corporation Property (Book 319, Page 523) S00°55'09"E a distance of 220.45 feet to a point; thence S06°04'55"W a distance of 593.26 feet to a point in the south line of said Mississippi Purchase Corporation; thence, with said south line, N87°45'01"W a distance of 63.74 feet to the point of beginning and containing 66,760 square feet or 1.533 acres.

Exhibit "A-2"

Description of Linear Detention Basin Easement Property

Being a permanent 50-foot wide drainage easement lying in the southwest quarter of Section 12, Township 2 South, Range 8 West and located on the Mississippi Purchase Corporation property, as recorded in Deed Book 410, Page 551 at the Chancery Court Clerk's Office in DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a point in the south line of Phase 2, Lot 3 of the DeSoto Trade Center as recorded in Plat Book 88, Page 11 and in the north line of the Mississippi Purchase Property as recorded in Deed Book 410, Page 551 at the DeSoto County Chancery Court Clerk's Office in DeSoto County, Mississippi, said point being 1.41 feet west of the southeast corner of said Phase 2, Lot 3; thence $S87^{\circ}45'01''E$ along the south line of said Phase 2, Lot 3, the north line said Mississippi Purchase Corporation Property and the south line of the Mississippi Purchase Corporation Property as recorded in Deed Book 319, Page 523 at the DeSoto County Chancery Court Clerk's Office in DeSoto County, Mississippi, a distance of 50.00 feet to a point; thence leaving said north line and said south lines $S2^{\circ}13'52''W$ a distance of 349.99 feet to a point; thence $N87^{\circ}46'08''W$ a distance of 50.00 feet to a point; thence $N2^{\circ}13'52''E$ a distance of 350.00 feet to the point of beginning and containing 17,500 square feet (0.402 acres).

EXHIBIT "B"
DESCRIPTION OF MAYFIELD PROPERTY

BEING A 37.804 ACRE PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 8 WEST, AND THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 8 WEST, IN THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, BEING LOT 3 OF DESOTO TRADE CENTER PHASE 2 AS RECORDED IN PLAT BOOK 88, PAGE 11, ALSO BEING PART OF THE MAYFIELD/NEW YORK, LTD. PROPERTY(BOOK 404, PAGE 96) ALL OF RECORD AT THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF VENTURE DRIVE(68' R.O.W.), SAID POINT BEING 34.14 FEET EAST OF THE EAST LINE OF HIGHWAY 51(106' R.O.W.), THENCE ALONG THE SAID SOUTH RIGHT-OF-WAY N66°25'54"E A DISTANCE OF 109.02 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 366.00 FEET(CHORD N79°19'53"E 163.42') AN ARC LENGTH OF 164.80 FEET TO A POINT OF TANGENCY; THENCE S87°46'08"E A DISTANCE OF 1693.32 FEET TO A POINT OF CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 434.00 FEET(CHORD N65°16'35"E 393.45') AN ARC LENGTH OF 408.35 FEET TO A POINT OF TANGENCY; THENCE N38°19'18"E A DISTANCE OF 26.76 FEET TO A POINT IN THE WEST LINE OF THE MISSISSIPPI PURCHASE CORPORATION PROPERTY(DB 319, PG 523) AND A POINT ON A CURVE; THENCE ALONG SAID WEST LINE AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 216.00 FEET(CHORD S33°01'57"W 39.82') AN ARC LENGTH OF 39.88 FEET TO A POINT OF COMPOUND CURVE; THENCE ALONG A CURVE TO TO LEFT HAVING A RADIUS OF 50.00 FEET(CHORD S03°22'35"E 51.68') AN ARC LENGTH LENGTH OF 54.31 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET(CHORD S28°52'15"W 134.08') AN ARC LENGTH OF 165.89 FEET TO A POINT OF TANGENCY; THENCE S15°50'37"W A DISTANCE OF 106.27 FEET TO A POINT; THENCE S02°14'16"W A DISTANCE OF 668.66 FEET TO A POINT IN THE NORTH LINE OF THE HAL CRENSHAW PROPERTY(DB 379, PG 248); THENCE N87°45'01"W ALONG THE NORTH LINE OF SAID HAL CRENSHAW PROPERTY AND THE NORTH LINE OF TRINTY LAKES P.U.D.(DB. 325, PG. 118) A DISTANCE OF 1922.30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY 51; THENCE N23°33'19"W ALONG SAID RIGHT-OF-WAY A DISTANCE OF 606.39 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO TO RIGHT HAVING A RADIUS OF 4533.70 FEET(CHORD N22°51'03"W 111.46') AN ARC LENGTH LENGTH OF 111.47 FEET TO A POINT OF COMPOUND CURVE; THNCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET(CHORD N22°08'33"E 48.88') AN ARC LENGTH LENGTH OF 54.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,646,742

BK 0484 PG 0709

BK 494 PG 407

SQUARE FEET, OR 37.804 ACRES, WITHIN THESE BOUNDS.

EXHIBIT "C"
DESCRIPTION OF HFDTC1 PROPERTY

BK 494 PG 408

Being a 51.060 acre parcel of land lying in the northeast quarter and southeast quarter of Section 11, Township 2 South, Range 8 West and the southwest quarter and northwest quarter of Section 12, Township 2 South, Range 8 West, in the City of Southaven, DeSoto County, Mississippi, being Lot 1 of DeSoto Trade Center, as recorded in Plat Book 83, Page 33 at the Chancery Clerk's Office of DeSoto County, Mississippi and being more particularly described as follows:

To find the point of beginning, commence at the centerline intersection of Venture Drive (90 foot right-of-way) and Turman Road (68 foot right-of-way); thence, with the center of Turman Road, North 51 degrees 43 minutes 19 seconds West, 80.05 feet, to a point; thence leaving said center line South 38 degrees 16 minutes 41 seconds West a distance of 34.00 feet, to the POINT OF BEGINNING in the south right-of-way line of Turman Road and in the west right-of-way line of proposed Venture Cove (variable width right-of-way); thence along the west right-of-way of said proposed Venture Cove along a curve to the right having an arc length of 55.00 feet, a radius of 35.00 feet, a delta angle of 90 degrees 02 minutes 38 seconds, and a chord bearing and distance of South 06 degrees 42 minutes 01 seconds East 49.52 feet to a point; thence continuing along said proposed west right-of-way South 38 degrees 19 minutes 18 seconds West a distance of 63.88 feet to a point of curvature; thence along a curve to the left having an arc length of 40.75 feet, a radius of 150.00 feet, a delta angle of 15 degrees 33 minutes 49 seconds, and a chord bearing and distance of South 30 degrees 32 minutes 24 seconds West - 40.62 feet to a point of reverse curvature; thence along a curve to the right having an arc length of 40.75 feet, a radius of 150.00 feet, a delta angle of 15 degrees 33 minutes 49 seconds, and a chord bearing and distance of South 30 degrees 32 minutes 24 seconds West - 40.62 feet to a point of tangency; thence South 38 degrees 19 minutes 18 seconds West a distance of 308.51 feet to a point of curvature; thence along a curve to the right having an arc length of 344.37 feet, a radius of 366.00 feet, a delta angle of 53 degrees 54 minutes 33 seconds, and a chord bearing and distance of South 65 degrees 16 minutes 35 seconds West - 331.80 feet to a point of tangency; thence North 87 degrees 46 minutes 08 seconds West a distance of 1693.32 feet to a point of curvature; thence along a curve to the left having an arc length of 195.42 feet, a radius of 434.00 feet, a delta angle of 25 degrees 47 minutes 58 seconds, and a chord bearing and distance of South 79 degrees 19 minutes 53 seconds West - 193.78 feet to a point of tangency; thence South 66 degrees 25 minutes 54 seconds West a distance of 140.33 feet to a point in the east right-of-way line of Highway 51 (106 foot right-of-way); thence, with said east right-of-way line the following calls; along the arc of a curve turning to the right, having an arc length of 366.94 feet, a radius of 4533.70 feet, a delta angle of 04 degrees 38 minutes 14 seconds, and a chord bearing and distance of North 18 degrees 32 minutes 11 seconds West, 366.84 feet, to a point of tangency; thence, North 16 degrees 13

minutes 04 seconds West, 473.90 feet, to a point; thence leaving the east right-of-way line of said Highway 51 North 70 degrees 06 minutes 46 seconds East, 246.43 feet to a point; thence South 87 degrees 46 minutes 08 seconds East, 144.12 feet to a point; thence North 02 degrees 13 minutes 52 seconds East, 147.24 feet to a point in the south line of Payton (Deed Book 287, page 144); thence, with the south line of Payton and the south line of W.E. Ross (Deed Book 211, Page 695), South 87 degrees 45 minutes 44 seconds East, 1,001.17 feet, to set iron pin at the northwest corner of Lot 2 of Turman Public Services Center (Plat Book 64, Page 45); thence, with the west line of Lot 2, South 02 degrees 07 minutes 18 seconds West, 182.30 feet, to a point; thence, South 87 degrees 45 minutes 44 seconds East, 304.96 feet, to a point; thence, with the east line of Lot 2, North 2 degrees 10 minutes 58 seconds East, 72.30 feet, to a point; thence, South 87 degrees 45 minutes 44 seconds East, 352.96 feet, to a point; thence, North 02 degrees 07 minutes 18 seconds East, 110.00 feet, to a set iron pin in the south line of W.E. Ross (Deed Book 211, Page 695); thence, with the south line of Ross, South 87 degrees 45 minutes 44 seconds East, 313.47 feet, to a set iron pin in the south right-of-way line of Turman Road; thence, with said south right-of-way line, South 51 degrees 43 minutes 19 seconds East, 605.40 feet, to the point of beginning.

Containing 2,224,155 square feet or 51.060 acres within these bounds and also known as Lot 1, Desoto Trade Center, City of Southaven, Desoto County, Mississippi as shown by plat recorded in Plat Book 83, Page 33 of the land records of DeSoto County, Mississippi.

EXHIBIT "D"
DESCRIPTION OF GRANTOR PROPERTY

Being a 125.153 acre partition lying in both the southeast and southwest quarters of Section 12, Township 2 South, Range 8 West, in the City of Southaven, DeSoto County, Mississippi, being a portion of that tract of land transferred unto Mississippi Purchase Corporation in Deed Book 319, Page 523, a portion of that tract of land transferred unto Hal Crenshaw in Deed Book 379, Page 248, and all of that tract of land transferred unto Hal Crenshaw in Deed Book 384, Page 7, all of record at the Register's Office of DeSoto County, Mississippi, and being more particularly described as follows:

To find the point of beginning, commence at the centerline intersection of Venture Drive (90 foot right-of-way) and South Road (68 foot right-of-way); thence, with the centerline of South Road, South 51 degrees 43 minutes 19 seconds East, 79.95 feet, to a point; thence, South 38 degrees 16 minutes 41 seconds West, 34.00 feet, to the POINT OF BEGINNING in the south right-of-way line of South Road and in the east right-of-way line of proposed Venture Cove (variable width right-of-way), said point being marked by a set 1/2-inch iron pin with identification cap stamped "Reaves Sweeney Marcom" (typical of all set iron pins herein); thence, with the south right-of-way line of South Road the following calls: South 51 degrees 43 minutes 19 seconds East, 380.15 feet, to a point of curvature; thence, along the arc of a curve turning to the left, having an arc length of 538.77 feet, a radius of 859.00 feet, a delta angle of 35 degrees 56 minutes 10 seconds, and a chord bearing and distance of South 69 degrees 41 minutes 24 seconds East, 529.98 feet, to a point of tangency; thence, South 87 degrees 39 minutes 29 seconds East, 634.74 feet, to a set iron pin; thence, with a severance line through Mississippi Purchase Corporation (Deed Book 319, Page 523) and Hal Crenshaw (Deed Book 379, Page 248) the following calls: South 08 degrees 40 minutes 29 seconds West, 1404.52 feet, to a set iron pin; thence South 87 degrees 39 minutes 29 seconds East, 1029.76 feet, to a set iron pin in the west right-of-way line of Interstate 55 (variable width right-of-way); thence, with said west right-of-way line, South 05 degrees 38 minutes 56 seconds East, 957.47 feet, to a found 1/2-inch conduit pipe at the northeast corner of College Road Land Company, LLC (Deed Book 375, Page 186); thence, with the north line of College Road Land Company, LLC, North 87 degrees 45 minutes 00 seconds West, 2858.66 feet, to a found iron pin at the southeast corner of Lot 46, Phase One, Trinity Lakes PUD (Plat Book 72, Page 33); thence, with the east line of Phase One of Trinity Lakes PUD the following calls; North 02 degrees 40 minutes 12 seconds West, 585.75 feet, to a set iron pin; thence, North 13 degrees 11 minutes 03 seconds West, 168.96 feet, to a set iron pin; thence, along the arc of a curve turning to the left, having an arc length of 9.93 feet, a radius of 575.00 feet, a delta angle of 00 degrees 59 minutes 22 seconds, and a chord bearing and distance of North 77 degrees 33 minutes 06 seconds East, 9.93 feet, to set iron pin; thence, North 18 degrees 02 minutes 43

seconds West, 214.95 feet, to a set iron pin at the northeast corner of Lot 19 of Phase One of Trinity Lakes PUD and at the southeast corner of Proposed Phase Two of Trinity Lakes PUD (Deed Book 325, Page 118); thence, with the east line of Phase Two of Trinity Lakes PUD the following calls; North 18 degrees 04 minutes 20 seconds West, 158.72 feet, to a found iron pin; thence, North 02 degrees 14 minutes 43 seconds East, 312.00 feet, to a set iron pin at the northeast corner of Phase Two of Trinity Lakes PUD, in the south line of said Mississippi Purchase Corporation, and in the north line of said Crenshaw; thence, with the south line of Mississippi Purchase Corporation and the north line of Crenshaw, South 87 degrees 45 minutes 01 seconds East, 214.78 feet, to a set iron pin; thence, with a severance line through said Mississippi Purchase Corporation the following calls; North 02 degrees 14 minutes 16 seconds East, 668.66 feet, to a set iron pin; thence, North 15 degrees 50 minutes 37 seconds East, 106.27 feet, to a set iron pin in the east right-of-way line of proposed Venture Cove (variable width right-of-way); thence, with said east right-of-way line the following calls; along the arc of a curve turning to the left, having an arc length of 165.89 feet, a radius of 75.00 feet, a delta angle of 126 degrees 44 minutes 01 seconds, and a chord bearing and distance of North 28 degrees 52 minutes 15 seconds East, 134.08 feet, to a point of reverse curvature; thence, along the arc of a curve turning to the right, having an arc length of 54.31 feet, a radius of 50.00 feet, a delta angle of 62 degrees 14 minutes 22 seconds, and a chord bearing and distance of North 03 degrees 22 minutes 35 seconds West, 51.68 feet, to a point of curvature; thence, along the arc of a curve turning to the right, having an arc length of 39.88 feet, a radius of 216.00 feet, a delta angle of 10 degrees 34 minutes 42 seconds, and a chord bearing and distance of North 33 degrees 01 minutes 57 seconds East, 39.82 feet, to a point of tangency; thence, North 38 degrees 19 minutes 18 seconds East, 281.75 feet, to a point of curvature; thence, along the arc of a curve turning to the right, having an arc length of 40.75 feet, a radius of 150.00 feet, a delta angle of 15 degrees 33 minutes 49 seconds, and a chord bearing and distance of North 46 degrees 06 minutes 13 seconds East, 40.62 feet, to a point of reverse curvature; thence, along the arc of a curve turning to the left, having an arc length of 40.75 feet, a radius of 150.00 feet, and a chord bearing and distance of North 46 degrees 06 minutes 13 seconds East, 40.62 feet, to a point of tangency; thence, North 38 degrees 19 minutes 18 seconds East, 64.00 feet, to a point of curvature; thence, along the arc of a curve turning to the right, having an arc length of 54.95 feet, a radius of 35.00 feet, a delta angle of 89 degrees 57 minutes 22 seconds, and a chord bearing and distance of North 83 degrees 17 minutes 59 seconds East, 49.48 feet, to the point of beginning.

Containing 5,451,683 square feet or 125.153 acres within these bounds.

This property is subject but not limited to drainage easements of record in Deed Book 481, Page 335.

Prepared by:

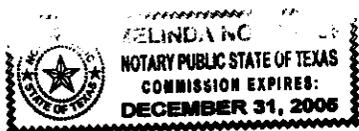
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204
214.855.8851

RETURN TO:

William A. Baskin
Holcomb Dunbar, P.A.
Post Office Box 190
Southaven, Mississippi 38671
662.349.0664
904-140/sdh

STATE OF TEXAS
COUNTY OF DALLAS

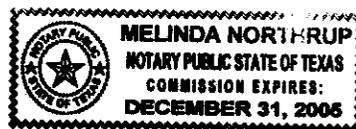
Personally appeared before me, the undersigned authority in and for the said county and state, on the 30th day of September, 2004, within my jurisdiction, the within named Dewitt T. Hicks III, who acknowledged to me that he is Executive Vice President of Hillwood Development Company, LLC, a Texas limited liability company and sole general partner of Hillwood Operating, L.P., a Texas limited partnership and general partner of Hillwood Property Fund, L.P., a Delaware limited partnership and sole member of Hillwood Fund GP1, LLC, a Texas limited liability company and general partner of Hillwood Fund DTC 1, L.P., a Mississippi limited partnership, and that for and on behalf of Hillwood Development Company, LLC as general partner of Hillwood Operating, L.P., and for and on behalf of Hillwood Operating, L.P. as general partner of Hillwood Property Fund, L.P., and for and on behalf of Hillwood Property Fund, L.P. as member of Hillwood Fund GP1, LLC, and for and on behalf of Hillwood Fund GP1, LLC as general partner of Hillwood Fund DTC 1, L.P., and as the act and deed of Hillwood Development Company, LLC as general partner of Hillwood Operating, L.P., and as the act and deed of Hillwood Operating, L.P. as general partner of Hillwood Property Fund, L.P., and as the act and deed of Hillwood Property Fund, L.P. as member of Hillwood Fund GP1, LLC, and as the act and deed of Hillwood Fund GP1, LLC as general partner of Hillwood Fund DTC 1, L.P., and as the act and deed of Hillwood Fund DTC 1, L.P., he executed the above and foregoing instrument, after first having been duly authorized by said limited partnerships and limited liability companies to do so.



Melinda Northrup
Notary public

My commission expires:

(seal)



STATE OF TEXAS
COUNTY OF DALLAS

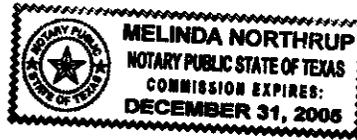
Personally appeared before me, the undersigned authority in and for the said county and state, on the 30th day of September, 2004, within my jurisdiction, the within named Dewitt T. Hicks III, who acknowledged to me that he is Executive Vice-President of Hillwood Development Company, LLC, a Texas limited liability company and sole general partner of Hillwood Operating, L.P., a Texas limited partnership and general partner of Mayfield/New York, Ltd., a Texas limited partnership, and that for and on behalf of Hillwood Development Company, LLC as general partner of Hillwood Operating, L.P., and for and on behalf of Hillwood Operating, L.P. as general partner of

Mayfield/New York, Ltd., and as the act and deed of Hillwood Development Company, LLC as general partner of Hillwood Operating, L.P., and as the act and deed of Hillwood Operating, L.P. as general partner of Mayfield/New York, Ltd., and as the act and deed of Mayfield/New York, Ltd., he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company and said limited partnerships so to do.

Melinda Northrup
Notary public

My commission expires:

(seal)



This instrument is being re-recorded for the sole purpose of correcting the acknowledgment in an Amended and Restated Linear Detention Basin Easement recorded in Book 484 at Page 698.