

This instrument prepared by:
Bass, Berry & Sims PLC (RRS)
100 Peabody Place, Suite 900
Memphis, Tennessee 38103
(901) 543-5900 (ph)

Record and Return to:
Karen Kirspel
Fidelity National Title
1800 Parkway Place, Suite 700
Marietta, GA 30067

**STORM WATER DRAINAGE
AND DETENTION EASEMENT AGREEMENT**

THIS STORM WATER DRAINAGE AND DETENTION EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 21st day of November, 2005, by and between DESOTO POINTE, LLC, a Mississippi limited liability company ("DeSoto Pointe"), and STONE CREEK HOMEOWNERS ASSOCIATION, INC., a Mississippi not-for-profit corporation ("HOA").

WHEREAS, DeSoto Pointe is the owner of certain real property located in DeSoto County, Mississippi and more particularly described on Exhibit A attached hereto and incorporated by reference herein (the "DeSoto Pointe Parcel"); and

WHEREAS, HOA is the owner of certain real property located in DeSoto County, Mississippi and more particularly described on Exhibit B attached hereto and incorporated by reference herein (the "HOA Parcel"); and

WHEREAS, in connection with the development of the DeSoto Pointe Parcel, DeSoto Pointe desires to place certain storm drainage systems and detention areas on and across the HOA Parcel; and

WHEREAS, HOA desires to grant to DeSoto Pointe permanent easements with respect to portions of the HOA Parcel for the purposes of constructing and maintaining said storm drainage systems and detention areas, all on the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DeSoto Pointe and HOA agree as follows:

1. Permanent Drainage and Detention Area Easement. HOA hereby grants to DeSoto Pointe a perpetual, exclusive easement on, over, across and with respect to the Drainage Easement and Detention Area more particularly described on Exhibit C attached hereto and incorporated herein by reference for:

- (i) the passage of storm and surface water runoff from the DeSoto Pointe Parcel over the HOA Parcel;
- (ii) the installation, alteration, construction, repair and maintenance of the Drainage Improvements (defined below); and
- (iii) the installation, alteration, construction, repair and maintenance of detention areas for such storm water, on the HOA Parcel.

The term "Drainage Improvements" shall be defined to mean drainage and detention improvements which DeSoto Pointe determines are necessary or appropriate, including without limitation pipes, junction boxes, drop inlets, headwalls, culverts, rip rap and spillways used for transmission and detention of storm and surface water. There is also hereby granted by HOA to DeSoto Pointe and its employees, agents, contractors and representatives, with necessary equipment, the right of reasonable ingress and egress over the HOA Parcel for the purpose of providing adequate access to the Drainage Easement and Detention Area in connection with constructing, altering, maintaining, repairing and replacing, as determined necessary by DeSoto Pointe in its sole discretion and at DeSoto Pointe's sole cost and expense, the Drainage Improvements to be constructed on the Drainage Easement and Detention Area.

2. DeSoto Pointe's Obligations. Until the completion of the construction of the Drainage Improvements, DeSoto Pointe hereby agrees to take the following actions:

(a) DeSoto Pointe shall mow the grass within the Drainage Easement and Detention Area at least three (3) times per year (or more often if required by the City of Southaven); and

(b) DeSoto Pointe shall take reasonable erosion control measures within the Drainage Easement and Detention Area during the construction of the Drainage Improvements.

In addition, in constructing the Drainage Improvements and performing its obligations hereunder, DeSoto Pointe will comply with all applicable provisions of the Declaration of Covenants, Conditions and Restrictions for Stone Creek Subdivision Phase "A" of Plum Point Villages Planned Unit Development, of record in Book 297, page 530 of the Office of the Chancery Clerk of DeSoto County, Mississippi (including without limitation any provisions thereof which prohibit chain link fences).

3. Authorization. HOA represents and warrants that the execution and delivery of this Agreement, and the easements granted hereby, have been duly and validly authorized by all requisite action of HOA. No other signatures or approvals are required to make this Agreement fully enforceable by DeSoto Pointe against HOA and the HOA Parcel. HOA hereby indemnifies and holds harmless DeSoto Pointe from and against any and all loss, expense (including without limitation reasonable attorney fees), liability, cost, claim, demand, action, cause of action and suit arising out of or in any way related to a claim by any third party, including without limitation any lot owners in Stone Creek Subdivision Phase A of Plum Point Villages Planned Unit Development, that this Agreement is not enforceable against HOA and the HOA Parcel.

4. Successors and Assigns. This Agreement and the easements granted herein shall run with the land and shall be deemed to be appurtenant to the DeSoto Pointe Parcel and the HOA Parcel. The grants, easements and other provisions of this Agreement shall inure to the benefit of DeSoto Pointe and the DeSoto Pointe Parcel and be binding upon HOA and the HOA Parcel. Any references to "DeSoto Pointe" and "HOA" shall be deemed to mean and include their respective successors and assigns as though they had been original parties to this Agreement.

5. Attorney's Fees. In the event that either DeSoto Pointe or HOA shall institute legal proceedings to enforce or construe any of the terms of this Agreement, the prevailing party in such legal proceedings shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the non-prevailing party.

6. Notices. Any notice, request, demand, instruction or communication hereunder shall be in writing and shall be deemed to have been duly given (i) upon deposit in registered or certified U.S. mail, postage fully prepaid, or (ii) upon deposit with a recognized overnight delivery service such as Federal Express, or (iii) immediately upon facsimile transmittal, addressed as follows:

HOA:

President

Debra A. Bennett
5502 Steffani Dr.
Southaven, MS 38671

DeSoto Pointe:

DeSoto Pointe, LLC
 6933 Crumpler Blvd
 Olive Branch, MS 38654
 Attention: Mark Utley

7. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

8. Force Majeure. Whenever a period of time is herein prescribed for action to be taken, neither party shall be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

9. Governing. This Agreement shall be construed and governed by the laws of the State of Mississippi.

10. Severability. If any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such invalidity, illegality and unenforceability shall not affect the validity, legality and enforceability of the other provisions hereof, and this Agreement shall be construed as though such invalid, illegal or unenforceable provision had never been contained herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

STONE CREEK HOMEOWNERS ASSOCIATION, INC.,
a Mississippi not-for-profit corporation

By: Debra A. Bennett

Title: President

DESOTO POINTE, LLC,
a Mississippi limited liability company

By: Mark D. Utley

Title: MEMBER

STATE OF Mississippi
COUNTY OF Desoto

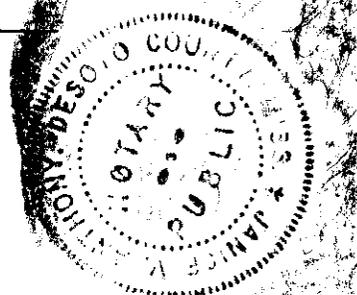
Before me, a Notary Public of the state and county aforesaid, personally appeared Debra A. Bennett, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Stone Creek Homeowners Association, Inc., the within named bargainer, a Mississippi not-for-profit corporation, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such President.

Witness my hand and seal, at office, this 21st day of November, 2005

James V. [Signature]
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Oct 4, 2006
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS



STATE OF Mississippi
COUNTY OF Desoto

Before me, a Notary Public of the state and county aforesaid, personally appeared Mark D. Utley, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Member of DESOTO POINTE, LLC, the within named bargainor, a Mississippi limited liability company, and that he as such Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as such Member.

Witness my hand and seal, at office, this 21st day of November 2005.

Jessie V. Anthony
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Oct 4, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

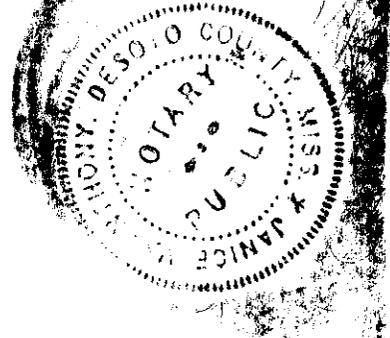


EXHIBIT A
DESOTO POINTE PARCEL

TRACT 1

A 58.34, more or less, acre tract of land being located in the southeast quarter and the southwest quarter of the northeast quarter and the northeast quarter and northwest quarter of the southeast quarter of section 1, township 2 south, range 8 south of the Chickasaw Meridian, City of Southaven, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing at the southeast corner of section 1, township 2 south, range 8 west of the Chickasaw Meridian; thence north 44 degrees 15 minutes 54 seconds west, a distance of 1898.14 feet to 1/2" metal pipe (found) in the east right of way line of Interstate 55 (right of way varies), said metal pipe being the true point of beginning of the herein described tract of land; thence along said right of way line the following calls, north 11 degrees 10 minutes 20 seconds west, a distance of 1294.81 feet to a 1/2" metal pipe (found); thence north 07 degrees 44 minutes 53 seconds west, a distance of 1105.33 feet to a 1/2" metal pipe (found); thence, departing said right of way line, south 84 degrees 44 minutes 20 seconds east, a distance of 1068.83 feet to a 1/2" metal pipe (found) in the west right of way line of Airways Boulevard (106 foot right of way); thence along said right of way line the following calls south 15 degrees 57 minutes 53 seconds east, a distance of 801.31 feet to a 1/2" metal pipe (found); thence south 74 degrees 02 minutes 07 seconds west, a distance of 15.00 feet to a 1/2" metal pipe (found); thence south 15 degrees 57 minutes 53 seconds east, a distance of 20.00 feet to a 1/2" metal pipe (found); thence north 74 degrees 02 minutes 07 seconds east, a distance of 15.00 feet to a 1/2" metal pipe (found); thence south 15 degrees 57 minutes 53 seconds west, a distance of 1175.40 feet to a 1/2" metal pipe (found); thence, departing said right of way line, south 74 degrees 02 minutes 07 seconds west, a distance of 1262.75 to the point of beginning, containing 58.34, more or less, acres of land, and being subject to all codes, covenants, restrictions, revisions, regulations, easements, and rights of way of record.

TRACT 2

A 29.80, more or less, acre tract of land being located in the northwest quarter and the southwest quarter of the southwest quarter of section 6, township 2 south, range 7 west of the Chickasaw Meridian, City of Southaven, DeSoto county, Mississippi and being more particularly described as follows:

Commencing at the southwest corner of section 6, township 2 south, range 7 west of the Chickasaw Meridian; thence north 90 degrees 00 minutes 00 seconds east, a distance of 598.93 feet to a point; thence north 00 degrees 00 minutes 00 seconds west, a distance of 70.71 feet to a 1/2" metal pipe (set) in the north right of way line of Church Road (106 feet right of way), said metal pipe being the true point of beginning of the herein described tract; thence north 49 degrees 16 minutes 41 seconds west, a distance of 117.49 feet to a 1/2" metal pipe (set) in the east right of way line of airways boulevard (106 feet right of way); thence, along said right of way line the following calls, north 12 degrees 01 minutes 56 seconds west, a distance of 624.84 feet to a 1/2" metal pipe (found); thence a curve to the left with the following attributes: a delta angle of 13 degrees 17 minutes 24 seconds, a radius of 1383.47 feet, an arc length of 320.90 feet, a chord bearing of north 18 degrees 40 minutes 38 seconds west, and a chord length of 320.18 feet to a 1/2" metal pipe (found); thence north 25 degrees 19 minutes 20 seconds west, a distance of 448.97 feet; thence a curve to the right with the following attributes: a delta of 5 degrees 02 minutes 43 seconds, a radius of 1247.00 feet, an arc length of 109.80 feet, a chord bearing of north 22 degrees 47 minutes 58 seconds west, and a chord length of 109.77 feet to a 1/2" metal pipe (found); thence, departing said right of way line, north 74 degrees 01 minutes 24 seconds east, a distance of 877.11 feet to a 1/2" metal pipe (found); thence south 19 degrees 43 minutes 29 seconds east, a distance of 394.46 feet to a 1/2" metal pipe (found); thence south 06 degrees 24 minutes 40 seconds east, a distance of 724.43 feet to a 1/2" metal pipe (found); thence south 01 degrees 45

TRACT 2 (cont.)

minutes 10 seconds east, a distance of 469.55 feet to a 1/2" metal pipe (set) in the north right of way line of Church Road (right of way varies); thence, along said right of way line the following calls, north 89 degrees 20 minutes 32 seconds west, a distance of 89.54 feet to a 1/2" metal pipe (set); thence north 89 degrees 02 minutes 28 seconds west, a distance of 493.25 feet to the point of beginning. Containing 29.80, more or less, acres of land and being subject to all codes, covenants, easements, revisions, restrictions, regulations, and rights of way of record.

TRACT 3

A 14.41, more or less, acre tract of land being located in the southeast quarter of southwest quarter and the southwest quarter and southeast quarter the southeast quarter of section 6, township 2 south, range 7 west of the Chickasaw Meridian, City of Southaven, DeSoto county, Mississippi and being more particularly described as follows:

Commencing at the southwest corner of section 6, township 2 south, range 7 west of the Chickasaw Meridian; thence north 90 degrees 00 minutes 00 seconds east, a distance of 1332.52 feet to a point; thence north 00 degrees 00 minutes 00 seconds west, a distance of 59.70 feet to a 1/2" metal pipe (set) in the north right of way line of Church Road (53 feet right of way line), said metal pipe being the true point of beginning of the herein described tract; thence north 24 degrees 49 minutes 00 seconds west, a distance of 50.96 feet to a 1/2" metal pipe (set); thence north 01 degrees 55 seconds 32 seconds west, 426.26 feet to a 1/2" metal pipe (found); thence south 89 degrees 29 minutes 14 seconds east, a distance of 1336.29 feet to a 1/2" metal pipe (found); thence south 00 degrees 06 minutes 41 seconds west, a distance of 475.47 feet to a 1/2" metal pipe (set) in the north right of way line of Church Road (106 foot right of way); thence, along said right of way line the following calls, north 88 degrees 46 minutes 25 seconds west, a distance of 168.09 feet to a 1/2" metal pipe (set); thence north 89 degrees 26 minutes 15 seconds west, a distance of 861.08 feet to a 1/2" metal pipe (set); thence north 89 degrees 20 minutes 32 seconds west, a distance of 270.52 feet to the point of beginning. Containing 14.41, more or less, acres of land and being subject to all codes, covenants, easements, revisions, restrictions, regulations, and rights of way of record.

TRACT 4

A 41.42, MORE OR LESS, ACRES TRACT OF LAND BEING LOCATED IN THE WEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST AND THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE CHICKASAW MERIDIAN, CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE CHICKASAW MERIDIAN; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 169.39 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 160.61 FEET TO A MISSISSIPPI DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT (FOUND) IN THE NORTH RIGHT OF WAY LINE OF CHURCH ROAD (RIGHT OF WAY VARIES), SAID CONCRETE MONUMENT BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE, ALONG SAID RIGHT OF WAY LINE, NORTH 89 DEGREES 20 MINUTES 45 SECONDS WEST, A DISTANCE OF 400.03 FEET TO A MISSISSIPPI DEPARTMENT OF

TRACT 4 (cont.)

TRANSPORTATION CONCRETE MONUMENT (FOUND); THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 88 DEGREES 54 MINUTES 59 SECONDS WEST, A DISTANCE OF 250.05 FEET TO A MISSISSIPPI DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT (FOUND), IN THE EAST RIGHT OF WAY LINE OF INTERSTATE 55 (RIGHT OF WAY VARIES); THENCE, ALONG SAID RIGHT OF WAY LINE, NORTH 24 DEGREES 56 MINUTES 49 SECONDS WEST, A DISTANCE OF 1,115.23 FEET TO A MISSISSIPPI DEPARTMENT OF TRANSPORTATION CONCRETE MONUMENT (FOUND); THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, NORTH 11 DEGREES 08 MINUTES 13 SECONDS WEST, A DISTANCE OF 181.64 FEET TO A 1/2" METAL PIPE (SET); THENCE, DEPARTING SAID RIGHT OF WAY LINE, NORTH 74 DEGREES 02 MINUTES 07 SECONDS EAST, A DISTANCE OF 1,262.75 FEET TO A 1/2" METAL PIPE (SET) IN THE WEST RIGHT OF WAY LINE OF AIRWAYS BOULEVARD (106 FOOT RIGHT OF WAY); THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 15 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 80.89 FEET; THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 9 DEGREES 21 MINUTES 27 SECONDS, A RADIUS OF 1353.00 FEET, AN ARC LENGTH OF 220.97 FEET, A CHORD BEARING OF SOUTH 20 DEGREES 38 MINUTES 36 SECONDS EAST, AND A CHORD LENGTH OF 220.73 FEET TO A 1/2" METAL PIPE (FOUND); THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 25 DEGREES 19 MINUTES 20 SECONDS EAST, A DISTANCE OF 448.97 FEET TO A 1/2" METAL PIPE (FOUND); THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 13 DEGREES 17 MINUTES 24 SECONDS, A RADIUS OF 1277.47 FEET, AN ARC LENGTH OF 296.32 FEET, A CHORD BEARING OF SOUTH 18 DEGREES 40 MINUTES 38 SECONDS EAST, AND A CHORD LENGTH OF 293.65 FEET TO A 1/2" METAL PIPE (FOUND); THENCE, CONTINUING ALONG SAID RIGHT OF WAY LINE, SOUTH 12 DEGREES 01 MINUTES 56 SECONDS EAST, A DISTANCE OF 473.35 FEET TO A 1/2" METAL PIPE (FOUND); THENCE, DEPARTING SAID RIGHT OF WAY LINE, SOUTH 89 DEGREES 57 MINUTES 34 SECONDS WEST, A DISTANCE OF 279.22 FEET TO A 1/2" METAL PIPE (FOUND); THENCE, SOUTH 00 DEGREES 02 MINUTES 26 SECONDS EAST, A DISTANCE OF 170.68 FEET TO A 1/2" METAL PIPE (FOUND) IN THE NORTH RIGHT OF WAY LINE OF CHURCH ROAD (RIGHT OF WAY VARIES); THENCE, ALONG SAID RIGHT OF WAY LINE, NORTH 77 DEGREES 38 MINUTES 23 SECONDS WEST, A DISTANCE OF 271.21 FEET TO THE POINT OF BEGINNING, CONTAINING 41.42, MORE OR LESS, ACRES AND BEING SUBJECT TO ALL CODES, COVENANTS, EASEMENTS, REVISIONS, RESTRICTIONS, REGULATIONS, AND RIGHTS OF WAY OF RECORD.

TRACT 5

AN INGRESS/EGRESS EASEMENT BEING LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE CHICKASAW MERIDIAN, CITY OF SOUTHAVEN, DE SOTO COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE CHICKASAW MERIDIAN; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 893.17 FEET TO A POINT; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1482.80 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE NORTH 20 DEGREES 37 MINUTES 18 SECONDS EAST, A DISTANCE OF 366.44 FEET TO A POINT; THENCE A CURVE TO THE LEFT WITH THE FOLLOWING

TRACT 5 (cont.)

ATTRIBUTES: A DELTA ANGLE OF 59 DEGREES 25 MINUTES 03 SECONDS, A RADIUS OF 110.00 FEET, AN ARC LENGTH OF 114.07 FEET, A CHORD BEARING OF NORTH 09 DEGREES 05 MINUTES 18 SECONDS WEST, AND A CHORD LENGTH OF 109.03 FEET TO A POINT; THENCE NORTH 68 DEGREES 34 MINUTES 58 SECONDS EAST, A DISTANCE OF 109.38 FEET TO A POINT; THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 54 DEGREES 20 MINUTES 54 SECONDS, A RADIUS OF 274.00 FEET, AN ARC LENGTH OF 259.90 FEET, A CHORD BEARING OF SOUTH 84 DEGREES 14 MINUTES 35 SECONDS EAST, AND A CHORD LENGTH OF 250.27 FEET TO A POINT; THENCE SOUTH 57 DEGREES 04 MINUTES 09 SECONDS EAST, A DISTANCE OF 83.37 FEET TO A POINT; THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 48 DEGREES 53 MINUTES 55 SECONDS, A RADIUS OF 219.00 FEET, AN ARC LENGTH OF 186.90 FEET, A CHORD BEARING OF SOUTH 81 DEGREES 31 MINUTES 08 SECONDS EAST, AND A CHORD LENGTH OF 181.28 FEET TO A POINT; THENCE NORTH 74 DEGREES 02 MINUTES 07 SECONDS EAST, A DISTANCE OF 21.05 FEET TO A POINT IN THE WEST RIGHT OF WAY LINE OF AIRWAYS BOULEVARD (106 FOOT RIGHT OF WAY); THENCE, ALONG SAID RIGHT OF WAY LINE, SOUTH 15 DEGREES 57 MINUTES 53 SECONDS EAST, A DISTANCE OF 62.00 FEET TO A POINT; THENCE SOUTH 74 DEGREES 02 MINUTES 07 SECONDS WEST, A DISTANCE OF 21.05 FEET TO A POINT; THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 41 DEGREES 17 MINUTES 25 SECONDS, A RADIUS OF 281.00 FEET, AN ARC LENGTH OF 202.50 FEET, A CHORD BEARING OF NORTH 85 DEGREES 19 MINUTES 11 SECONDS WEST, AND A CHORD LENGTH OF 198.15 FEET TO A POINT; THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 95 DEGREES 17 MINUTES 33 SECONDS, A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.95 FEET, A CHORD BEARING OF SOUTH 67 DEGREES 40 MINUTES 43 SECONDS WEST, AND A CHORD LENGTH OF 22.17 FEET TO A POINT; THENCE SOUTH 20 DEGREES 01 MINUTES 57 SECONDS WEST, A DISTANCE OF 232.15 FEET TO A POINT; THENCE SOUTH 74 DEGREES 02 MINUTES 07 SECONDS WEST, A DISTANCE OF 37.83 FEET TO A POINT; THENCE NORTH 20 DEGREES 09 MINUTES 34 SECONDS EAST, A DISTANCE OF 273.63 FEET TO A POINT; THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 72 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 14.95 FEET, AN ARC LENGTH OF 18.97 FEET, A CHORD BEARING OF NORTH 16 DEGREES 10 MINUTES 34 SECONDS WEST, AND A CHORD LENGTH OF 17.72 FEET TO A POINT; THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 5 DEGREES 10 MINUTES 03 SECONDS, A RADIUS OF 260.54 FEET, AN ARC LENGTH OF 23.50 FEET, A CHORD BEARING OF NORTH 49 DEGREES 55 MINUTES 39 SECONDS WEST, AND A CHORD LENGTH OF 23.49 FEET TO A POINT; THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 9 DEGREES 51 MINUTES 12 SECONDS, A RADIUS OF 220.19 FEET, AN ARC LENGTH OF 37.87 FEET, A CHORD BEARING OF NORTH 52 DEGREES 16 MINUTES 12 SECONDS WEST, AND A CHORD LENGTH OF 37.82 FEET TO A POINT; THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 54 DEGREES 20 MINUTES 57 SECONDS, A RADIUS OF 226.00 FEET, AN ARC LENGTH OF 214.38 FEET, A CHORD BEARING OF NORTH 84 DEGREES 14 MINUTES 35 SECONDS WEST, AND A CHORD LENGTH OF 206.43 FEET TO A POINT; THENCE SOUTH 68 DEGREES 34 MINUTES 58 SECONDS WEST, A DISTANCE OF 58.27 FEET TO A POINT; THENCE A CURVE TO THE LEFT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 77 DEGREES 19 MINUTES 40 SECONDS, A RADIUS OF 20.00

TRACT 5 (cont.)

FEEET, AN ARC LENGTH OF 26.99 FEET, A CHORD BEARING OF SOUTH 29 DEGREES 55 MINUTES 35 SECONDS WEST, AND A CHORD LENGTH OF 24.99 FEET TO A POINT; THENCE A CURVE TO THE RIGHT WITH THE FOLLOWING ATTRIBUTES: A DELTA ANGLE OF 29 DEGREES 21 MINUTES 09 SECONDS, A RADIUS OF 140.00 FEET, AN ARC LENGTH OF 71.72 FEET, A CHORD BEARING OF SOUTH 05 DEGREES 56 MINUTES 45 SECONDS WEST, AND A CHORD LENGTH OF 70.94 FEET TO A POINT; THENCE SOUTH 20 DEGREES 37 MINUTES 18 SECONDS WEST, A DISTANCE OF 344.17 FEET TO A POINT; THENCE SOUTH 74 DEGREES 02 MINUTES 07 SECONDS WEST, A DISTANCE OF 37.36 FEET TO THE POINT OF BEGINNING. CONTAINING 1.30, MORE OR LESS, ACRES AND BEING SUBJECT TO ALL CODES, COVENANTS, EASEMENTS, REVISIONS, RESTRICTIONS, REGULATIONS, AND RIGHTS OF WAY OF RECORD.

EXHIBIT B

HOA PARCEL

LOT 98, STONE CREEK HOME OWNERS ASSOCIATION AS SHOWN ON PLAT BOOK 52, PAGES 34 & 35
OF THE DESOTO COUNTY CHANCERY COURT CLERK'S OFFICE.

INDEXING INSTRUCTIONS;

SOUTHWEST QUARTER SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST.

EXHIBIT C**DRAINAGE EASEMENT AND DETENTION AREA**

LEGAL DESCRIPTION FOR PART OF LOT 98, STONE CREEK HOME OWNERS ASSOCIATION.

BEGINNING AT THE SOUTHEAST CORNER OF LOT 98, OF STONE CREEK SUBDIVISION PHASE A OF PLUM POINT VILLAGES PLANNED UNIT DEVELOPMENT, RECORDED IN PLAT BOOK 52, PAGE 34 OF THE CHANCERY COURT CLERK'S OFFICE, DESOTO COUNTY, MISSISSIPPI SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY OF PLUM POINT AVENUE; THENCE S 74°02'07" W ALONG SAID NORTH RIGHT OF WAY A DISTANCE OF 980.60 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT, WITH A RADIUS OF 30 FEET, A CHORD BEARING OF N 60°57'53" W, A CHORD DISTANCE OF 42.43 FEET, FOR AN ARC DISTANCE OF 47.12 FEET TO A POINT ON THE EAST RIGHT OF WAY OF AIRWAYS BOULEVARD; THENCE N 15°57'53" W ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 60.00 FEET TO A POINT AT A SOUTHWEST CORNER OF LOT 66 STONE CREEK SUBDIVISION; THENCE N 74°02'07" E ALONG A SOUTH LINE OF THE SAID STONE CREEK SUBDIVISION A DISTANCE OF 762.00 FEET TO A POINT AT A SOUTHEAST CORNER OF LOT 79; THENCE N 11°44'37" E ALONG AN EAST LINE OF SAID STONE CREEK A DISTANCE OF 116.10 FEET TO A POINT; THENCE N 74°02'07" E A DISTANCE OF 206.21 FEET TO A POINT ON A WEST LINE OF PLUM POINT VILLAGES, SECTION B, RECORDED IN PLAT BOOK 25, PAGE 12 OF THE CHANCERY COURT CLERK'S OFFICE, DESOTO COUNTY, MISSISSIPPI; THENCE S 12°31'27" E ALONG SAID WEST LINE A DISTANCE OF 193.13 FEET TO THE POINT OF BEGINNING, CONTAINING 2.63 ACRES MORE OR LESS.

INDEXING INSTRUCTIONS;
SOUTHWEST QUARTER SECTION 6, TOWNSHIP 2 SOUTH, RANGE 7 WEST.