

INDEXING INSTRUCTIONS:

Lots 7 and 8 of the Estates of Southern Trails Subdivision, Phase 1, as described in Plat Book 89 at Page 24, also located in the Southeast Quarter of the Northeast Quarter of Section 16, Township 2 South, Range 6 West, DeSoto County, Mississippi.

STORM WATER DRAINAGE EASEMENT

(Construction by GRANTEE)

FOR AND IN CONSIDERATION of the sum of One and 00/100 Dollars (\$1.00) cash in hand paid by the Estates of Southern Trails Homeowners Association, Inc., hereinafter called GRANTEE, and other good and valuable considerations set forth hereinbelow, the receipt and sufficiency whereof are hereby acknowledged, David Ingram Builders, Inc., a Mississippi corporation, hereinafter called GRANTOR, does hereby grant and convey to GRANTEE a Permanent Storm Water Drainage Easement and a Temporary Construction Easement for the right, privilege and authority to install, construct, excavate, operate, inspect, maintain, repair, replace in whole or in part, or remove a storm water drainage ditch, an underground storm water drainage line(s), or other drainage materials or systems and its related appurtenances upon, over or through the parcel of land hereinafter described and being situated in the City of Olive Branch, DeSoto County, Mississippi, to wit:

PERMANENT EASEMENT

See Exhibit 1 attached hereto for complete legal description.

GRANTEE shall have those rights which are required for the safe, reasonable and proper exercise of these purposes for which the easement rights are conveyed and accepted, including the rights of ingress and egress to and from said storm water drainage ditch/line(s) for the purposes aforesaid, the right to remove trees, shrubs, vegetation, debris and non-functioning structures.

GRANTEE shall have the right to remove with the obligation to replace with the same or like kind to substantially the same or better condition, any fences, culverts, lawns, functioning structures (including but not limited to driveways, and/or storm water drainage pipes), soil and other items, except those listed above, whose removal is required for the safe, reasonable and proper exercise of the purposes for which the easement rights are conveyed and accepted.

GRANTOR expressly reserves unto himself, his heirs, successors and assigns, all right, title, interest and privilege as may be exercised without interference with or abridgment of the easement rights conveyed herein.

GRANTEE shall, as soon as practicable after disturbance of improvements on or the surface of said parcels of land as a result of the exercise of the rights granted herein, such improvements and/or surfaces shall be restored as outlined hereinabove.

GRANTEE shall use reasonable efforts in exercising the easement rights conveyed herein not to unreasonably disturb or interfere with access to, any business or businesses from time to time conducted on GRANTOR'S property adjacent to the parcel of land herein subjected to permanent easement rights.

GRANTOR acknowledges and covenants

That the consideration for the conveyance of the easement rights herein conveyed, which constitutes a partial taking of GRANTOR'S property, includes compensation for damages, if any, to GRANTOR'S property occurring as a result of such partial taking, but such consideration does not include compensation for actual damages to GRANTOR'S property outside of the parcels of land hereinabove described, if such damages should occur during or as a result of the exercise of any rights conveyed herein;

That GRANTOR is the lawful owner of the above-described property, and that this conveyance is subject to any existing covenants, easements and utilities apparent or of record.

No statement or representation of any agent or representative of the GRANTEE, or any other person pretending to represent GRANTEE, not incorporated herein, shall be a part of this Contract and shall not be deemed an inducement to the execution hereof. No alleged Oral Agreement between GRANTEE and the GRANTOR; and no Oral Promise on the part of the GRANTEE, not incorporated herein shall have any validity or effect whatsoever.

The Rights herein granted may be assigned in Whole or in Part.

The Temporary Construction Easement shall be of no further effect from and after six (6) months from completion of construction and removal of all equipment.

The Terms, Conditions and Provisions of this Grant shall extend to and be binding upon the Heirs, Successors and Assigns of the Parties hereto.

IN WITNESS WHEREOF, the GRANTOR, by its duly authorized representative signed this instrument this the 23rd day of March, 2006.

GRANTOR:

DAVID INGRAM BUILDERS, INC.,

BY: David Ingram
David Ingram, President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the State and County aforesaid, on this the 23rd day of March, 2006, within my jurisdiction, the within-named David Ingram, who acknowledged that he is President of David Ingram Builders, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and

as its agent 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

Grantor's Address:
1929 Ingram Cove
Olive Branch, MS 38654
Bus. Tel.: 662-895-1361
Res. Tel.: 662-893-2215

Grantee's Address:
305 Germantown Bend Cove
Cordova, TN 38018
Bus. Tel.: 901-756-9377

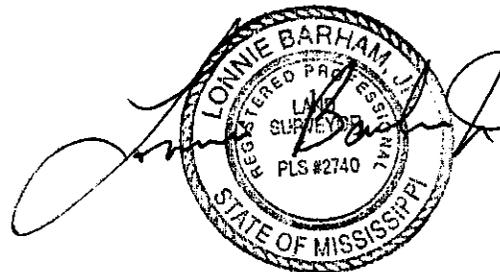
This instrument prepared by:
Gary P. Snyder
Watkins Ludlam Winter & Stennis, P.A.
P.O. Box 1456
Olive Branch, MS 38654
(662) 895-2996

RUSSELL & COMPANY
ENGINEERS SURVEYORS

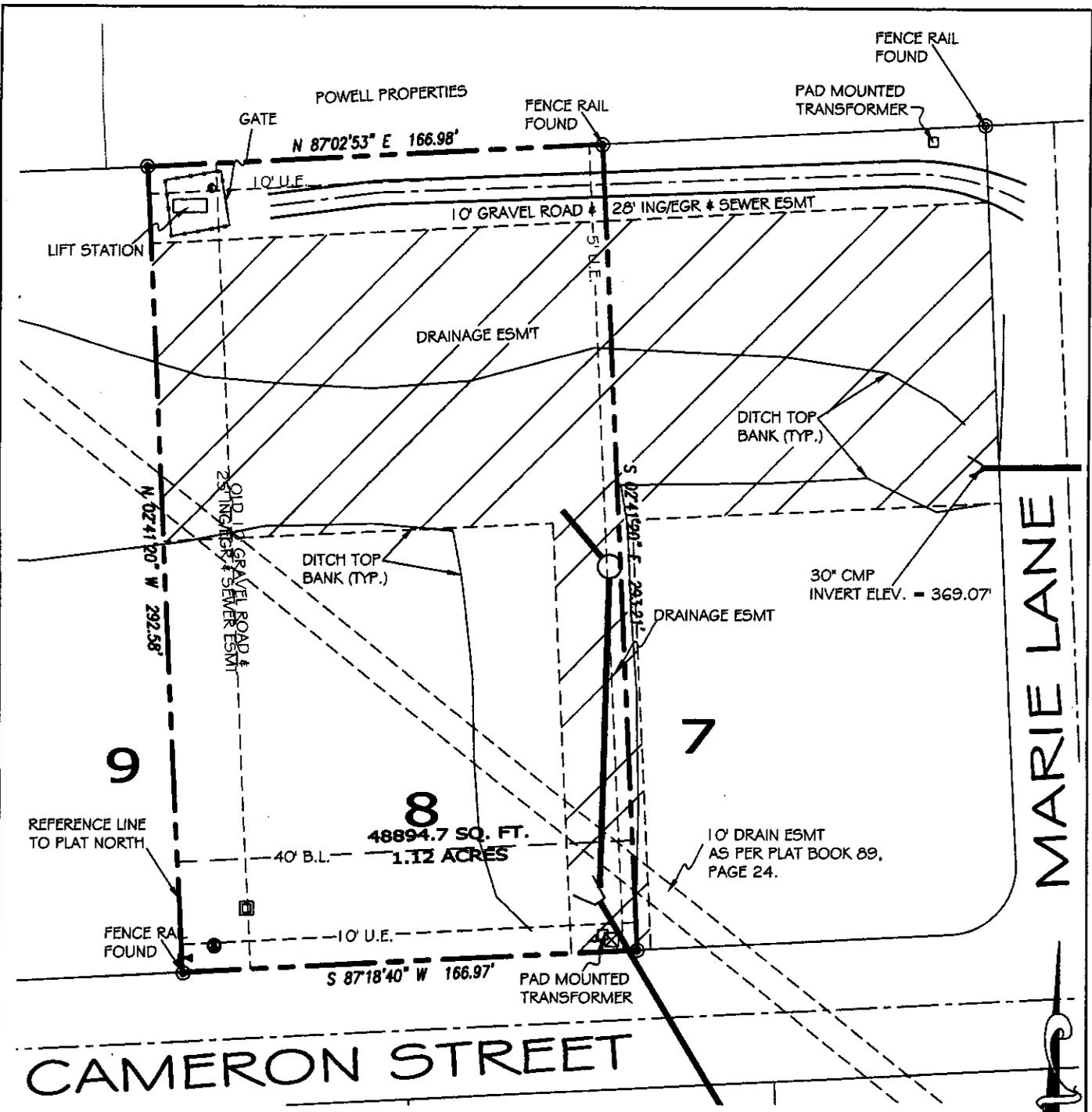
6760 GOODMAN ROAD • P.O. BOX 1457
 OLIVE BRANCH, MS 38654
 662-893-3377 FAX 662-893-3379

A legal description of a 0.87, more or less, acre Drainage Easement located in the Southeast quarter of the Northeast quarter of Section 16, Township 2 South, Range 6 West, DeSoto County, Mississippi and is further described as follows:

Beginning at a point South 2 degrees 41 minutes 20 seconds East a distance of 28 feet of a fence rail found; said point lies North 40 degrees 34 minutes 35 seconds West a distance of 1615.50 feet from a p.k. nail found being the Southeast corner of the Northeast quarter of Section 16, Township 2 South, Range 6 West; thence South 87 degrees 02 minutes 53 seconds West a distance of 306.98 feet to a point on the West line of Lot 8 of The Estates of Southern Trails Subdivision Phase 1 as per Plat Book 89, Page 24; thence South 02 degrees 41 minutes 20 seconds East along said West line a distance of 108.21 feet to a point; thence North 87 degrees 18 minutes 40 seconds East a distance of 142.97 feet to a point; thence South 02 degrees 41 minutes 20 seconds East a distance of 156.23 feet to a point on the South line of the aforementioned Lot 8; thence North 87 degrees 18 minutes 40 seconds East a distance of 29.00 feet to a point on the South line of Lot 7 of the aforementioned subdivision; thence North 02 degrees 41 minutes 20 seconds West a distance of 156.23 feet to a point; thence North 87 degrees 18 minutes 40 seconds East a distance of 135.00 feet to a point on the East line of the aforementioned Lot 7; thence North 02 degrees 41 minutes 20 seconds West along said East line a distance of 109.62 feet to a point which is the True Point of Beginning, having an area of 37966.11 Square Feet, 0.872 Acres, more or less, being subject to all codes, regulations and restrictions, rights of way and easements of record.



3-3-06



LEGEND

These standard symbols may appear in the drawing.

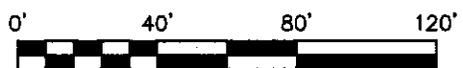
- LIGHT POST
- TELEPHONE RISER
- BOLSTER POLE
- GAS VALVE
- SEWER CLEANOUT
- WATER METER
- SEWER MANHOLE
- WATER BLOW OFF VALVE
- ELECTRIC RISER
- UTILITY POLE
- CORNER MONUMENTATION
- CABLE TV RISER
- WATER VALVE
- FIRE HYDRANT
- GUY WIRE
- SIGN
- IRON FENCE
- OVERHEAD ELECTRIC LINE

THIS SURVEY IS SUBJECT TO ALL CODES, REGULATIONS, COVENANTS, REVISIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD.

NO RECORDED EASEMENTS WERE FOUND FOR THE SUBJECT SITE.

THIS IS TO CERTIFY THAT THE HEREON SHOWN PROPERTY IS NOT LOCATED IN A H.U.D. IDENTIFIED SPECIAL FLOOD HAZARD AREA ACCORDING TO F.E.M.A. MAP NO. 28033C0065 E, DATED 23 AUGUST 2000.

ALL BEARINGS ARE REFERENCED TO PLAT NORTH.



RUSSELL & COMPANY
ENGINEERS SURVEYORS
6760 GOODMAN ROAD
OLIVE BRANCH, MS 38664
662-893-3377

EASEMENT DETAIL OF LOT #8
ESTATES OF SOUTHERN TRAILS S/D AS PER PB. 89, PG. 24.
OF A 1.12 ACRE PARCEL OF LAND
LOCATED IN DESTOTO COUNTY, MISSISSIPPI
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 6 WEST

SURVEY BY: DC DATE: 2-24-2006 SCALE: 1" = 40'
DRAWN BY: DH DATE: 3-01-2006 CLASS "C" SURVEY