

After recording return to:

Bryan E. Dye  
City of Olive Branch  
9200 Pigeon Roost  
Olive Branch, MS 38654  
662-892-9200  
662-902-9228

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** ("Easement") is entered into as of the 8<sup>th</sup> day of March, 2006, by and between **INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC.**, a Delaware corporation ("Grantor"), and **THE CITY OF OLIVE BRANCH, MISSISSIPPI**, a municipal Corporation ("Grantee").

**WITNESSETH**

**WHEREAS**, Grantor is the owner of certain real property situated in DeSoto County, Mississippi, and described on the attached **Exhibit A** (the "Grantor's Property"); and

**WHEREAS**, Grantor, Grantee, the DeSoto County Board of Education and Dunavant Enterprises, Inc. have entered into that certain Agreement, dated February 17, 2006 (the "Utility Services Agreement"), whereby Grantee shall cause the construction of Utility Facilities (as defined in the Utility Services Agreement); and

**WHEREAS**, pursuant to Section 7 of the Utility Services Agreement, Grantor must grant to Grantee easements for the installation, repair, maintenance, and replacement of the Utility Facilities located upon Grantor's Property;

**WHEREAS**, in connection with the Utility Services Agreement, Grantor desires to create a temporary nonexclusive easement for Grantee for the construction and installation of a portion of the Utility Facilities consisting of a sanitary sewer line and related facilities (collectively, the "Sanitary Sewer Facilities") within the area described on **Exhibit B-1** (the "Temporary Sewer Easement Area") and a perpetual, nonexclusive easement for the continued use and maintenance of the Sanitary Sewer Facilities within the area described on **Exhibit B-2** (the "Sewer Easement Area") on the terms and conditions hereinafter set forth; and

**WHEREAS**, in connection with the Utility Services Agreement, Grantor desires to create a temporary nonexclusive easement for Grantee for the construction and installation of (a) electric and telephone facilities and (b) a portion of the Utility Facilities consisting of gas and water utilities and related facilities (collectively, the "Non-Sewer Utility Facilities"; the Sanitary Sewer Facilities and the Non-Sewer Utility Facilities are sometimes referred to herein collectively as the "Facilities") within the area described on **Exhibit C-1** (the "Temporary Utility Easement Area") and a perpetual, nonexclusive easement for the continued use and maintenance

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of the Non-Sewer Utility Facilities within the area described on **Exhibit C-2** (the "Utility Easement Area") on the terms and conditions hereinafter set forth (the Temporary Sewer Easement Area, the Sewer Easement Area, the Temporary Utility Easement Area and the Utility Easement Area are collectively referred to herein, as the "Easement Areas").

**NOW, THEREFORE**, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. **RECITATIONS**. The foregoing recitations are incorporated herein.
2. **COVENANTS RUNNING WITH THE LAND**. All of the covenants and agreements set forth herein shall constitute covenants running with the land, shall burden Grantor's Property, and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors in interest, assigns, heirs, and personal representatives, having or hereafter acquiring any right, title, or interest on and to all or a portion of such properties. Notwithstanding the foregoing, upon any sale or conveyance of all or any portion of Grantor's Property on which any of the Easement Areas are located, the selling or conveying party shall thereafter have no obligations or liabilities hereunder accruing after the date of such sale or conveyance with respect to the property sold or conveyed and the purchaser at any such sale (or the party to whom any such conveyance is made) shall, by accepting title to such property, be deemed to have assumed the obligations of the selling or conveying party hereunder as to the property sold or conveyed arising from and after the date of such sale or conveyance.
3. **TEMPORARY EASEMENTS**. Grantor hereby grants and conveys to Grantee a nonexclusive right and easement over the Temporary Sewer Easement Area for the construction and installation of the Sanitary Sewer Facilities (the "Temporary Sewer Easement"). Grantor also hereby grants and conveys to Grantee a non exclusive right and easement over the Temporary Utility Easement Area for the construction and installation of the Non-Sewer Utility Facilities (the "Temporary Utility Easement"). The Temporary Sewer Easement automatically shall expire on the earlier of (a) Grantee's completion of the Sanitary Sewer Facilities or (b) one (1) year from the date hereof (Grantee hereby agreeing, upon Grantor's request, to execute any document reasonably requested by Grantor to evidence the expiration of such Temporary Sewer Easement). The Temporary Utility Easement automatically shall expire on the earlier of (a) Grantee's completion of the Non-Sewer Utility Facilities or (b) one (1) year from the date hereof (Grantee hereby agreeing, upon Grantor's request, to execute any document reasonably requested by Grantor to evidence the expiration of such Temporary Utility Easement)
4. **PERMANENT EASEMENTS**. Grantor hereby grants and conveys to Grantee, a nonexclusive right and easement for the discharge of sewage, in accordance with all governmental laws and restrictions, through the Sanitary Sewer Facilities and for repair, replacement and maintenance (to be conducted and performed pursuant to the terms of this Easement) of the Sanitary Sewer Facilities. Grantor also hereby grants and conveys to Grantee, a nonexclusive right and easement for use of the Non-Sewer Utility Facilities, in accordance with all governmental laws and restrictions and for repair, replacement and maintenance (to be

conducted and performed pursuant to the terms of this Easement) of the Non-Sewer Utility Facilities. The owner of Grantor's Property (and portions thereof) from time to time shall at all times have the right to connect to and utilize the Facilities in accordance with Governmental Requirements, as provided in the Utility Services Agreement.

5. **INSTALLATION OF FACILITIES.** Prior to commencement of any work related to the installation of any Facilities, Grantee (or the party performing such work on behalf of Grantee) shall submit to Grantor plans and specifications, prepared by an engineer duly licensed in the state of Mississippi, depicting and describing the proposed facilities and the proposed method of construction together with schedules showing the times of day that construction will occur (or not occur as the case may be) and with landscaping plans to restore the affected areas if Grantor's Property upon completion of the work (the "Plans and Specifications"). The Plans and Specifications shall be prepared in accordance with all applicable requirements of DeSoto County, Mississippi and any other governmental authority having jurisdiction over Grantor's Property ("Governmental Requirements") and consistent with prudent engineering practices. The proposed Plans and Specifications shall be subject to the review and approval of Grantor, such approval not to be unreasonably withheld, delayed or conditioned. The Plans and Specifications must include a requirement for repair of any damage to Grantor's Property caused by installation of the applicable Facilities. Grantor must, within thirty (30) business days after receipt of the proposed Plans and Specifications, give written notice of approval or disapproval. If written notice of disapproval is given to Grantee, the notice shall specify in reasonable detail the reasons for disapproval and the revisions which would cause the proposed Plans and Specifications to be acceptable. If no written notice is given within such thirty (30) business-day period, the proposed Plans and Specifications shall conclusively be deemed to have been approved by Grantor. Prior to commencing any construction Grantee (or the party performing such work on behalf of Grantee) shall present to Grantor copies of all applicable permits issued pursuant to Governmental Requirements. After approval of the Plans and Specifications and confirmation of receipt of all required permits by Grantor, Grantee shall thereafter have the right to proceed with construction of the applicable Facilities and other improvements described and depicted in the Plans and Specifications. If Grantee commences such work, Grantee shall diligently pursue such work to completion in a good and workmanlike manner and in accordance with all applicable Governmental Requirements, at the sole cost and expense of Grantee.

6. **RESTORATION.** Any party entering any portion of Grantor's Property as permitted by this Easement, shall be required to replace and restore Grantor's Property in accordance with the Plans and Specifications. This responsibility of restoration applies not only with the initial construction and installation of any Facilities, but also during exercise of any other purpose and use, including future maintenance, repair or replacement, for which this Easement is granted.

7. **LIENS.** In the event any mechanic's or materialman's lien is filed against any portion of Grantor's Property as a result of the installation, construction or repair and maintenance of any Facilities or any other activity of any party, such party shall either pay the same or cause it to be discharged of record within thirty (30) calendar days after receipt of written notice of the existence thereof.

8. **CONSTRUCTION STANDARDS.** Any and all installation, repairs, maintenance, replacement or other construction work to be performed by any party pursuant to this Easement shall be performed in a good and workmanlike manner and in compliance with all applicable Governmental Requirements, and shall be pursued to completion free of liens. Before beginning installation of any Facilities and before any party enters upon Grantor's Property for the purpose of performing its other rights or obligations under this Agreement, forty-eight hours advance, written notice of such entry shall be given to Grantor (except in the event of an emergency) and such written notice shall contain a certificate of insurance confirming that such party has in force commercial general liability insurance and workman's compensation insurance covering such party and its agents in a form and with limits reasonably acceptable to Grantor, and naming Grantor as an additional insured.

9. **TIMING OF CONSTRUCTION.** All work by any party during construction of any Facilities or any repair, replacement or maintenance thereafter shall be conducted by such party at such times and manner so as to minimize inconvenience to Grantor and to tenants and other occupants of the surrounding property (collectively, the "Business Park Parties"). Any construction scheduling and location shall be subject to Grantor's reasonable approval.

10. **DEDICATION.** Upon completion of any Facilities, Grantee shall cooperate as necessary in order to effectuate the dedication of such Facilities by Grantor to Grantee or other applicable governmental authority (in each instance, a "Dedication") in accordance with the terms of the Utility Services Agreement.

11. **TERMINATION.** This Easement and the covenants, restrictions, rights, and easements established hereunder shall continue in full force and effect, subject to the terms hereof, until cancelled by a written instrument of cancellation executed by each of Grantor and Grantee, filed for recordation in the real estate records of DeSoto County, Mississippi.

12. **GRANTOR'S USE.** Grantor shall have the full right to use the full surface of the land lying over any and all Facilities as its own for any purpose, provided such use will not interfere with or impair Grantee's rights expressly set forth in this Easement and provided, further, that no building shall be erected upon, across, over, under or through the Easement Areas during the term of the applicable easements without the written consent of Grantee.

13. **INDEMNIFICATION.** To the extent any party other than Grantee enters Grantor's Property claiming by through or under Grantee's rights granted hereunder, such party shall indemnify, defend and hold Grantor and its tenants, affiliates, employees, agents, independent contractors, guests, permittees and invitees (collectively, the "Grantor Parties") harmless from, against and in respect of any and all liabilities, claims, causes of action, damages, losses, liens, costs and expenses, of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses), suffered, incurred or sustained and arising out of, by reason of or in connection with such entry, except to the extent caused by or arising out of the gross negligence or willful misconduct of Grantor or any of the other Grantor Parties.

14. **RESERVATION OF RELOCATION RIGHTS.** Grantor hereby reserves the right, at its sole cost and expense, to relocate the Easement Areas provided that such relocation shall not unreasonably interrupt Grantee's use of the Facilities.

15. **INTENTIONALLY OMITTED.**

16. **LIMITATION OF LIABILITY.** In the event Grantor is in breach or default with respect to Grantor's obligations or otherwise under this Easement, Grantee shall look solely to the equity of Grantor in Grantor's Property for the satisfaction of Grantee's remedies. It is expressly understood and agreed that Grantor's liability under the terms, covenants, conditions, warranties and obligations of this Easement shall in no event exceed Grantor's equity interest in Grantor's Property. Neither Grantor, nor any of its partners, officers, employers or agents shall have any personal liability under the terms of this Easement.

17. **NOTICES.** Any notices, requests or other communications required or permitted to be given under this Easement shall be in writing and shall be delivered by facsimile, hand or courier (including Federal Express and other such services) or mailed by United States certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice, request or other communication shall be considered given on the date of receipt of such notice, request or other communication. The notice addresses of parties are as follows:

**GRANTOR:**

Industrial Developments International, Inc.  
 1000 Ridgeway Loop Road  
 Suite 100  
 Memphis, TN 38120  
 Attention: Kurt Nelson  
 Facsimile: (901) 385-0505

with a copy to:

Industrial Developments International, Inc.  
 3424 Peachtree Road, N.E.  
 Suite 1500  
 Atlanta, Georgia 30326  
 Attention: G. Bryan Blasingame  
 Facsimile: (404)479-4115

**GRANTEE:**

The City of Olive Branch, Mississippi  
 9200 Pigeon Roost Road  
 Olive Branch, Mississippi 38654  
 Attn: City Engineer

**18. MISCELLANEOUS.**

(a) If any term or provision of this Easement or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of the Easement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(b) Neither the failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by the other party or parties with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. Any party hereto may waive the benefit of any provision or condition for its benefit contained in this Easement.

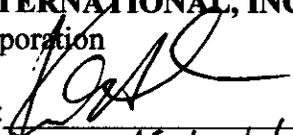
(c) This Easement shall be governed and construed under the laws of the State of Mississippi.

(d) Time shall be of the essence of this Easement and each and every term and condition thereof.

IN WITNESS WHEREOF, each of the parties hereto has caused its authorized representative to execute this Easement as of the day and year first set forth above.

**GRANTOR:**

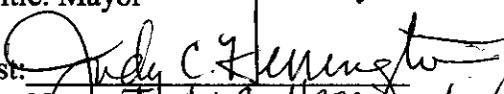
**INDUSTRIAL DEVELOPMENTS INTERNATIONAL, INC.**, a Delaware corporation

By:   
Name: Kurt Nelson  
Title: VI

**GRANTEE:**

**THE CITY OF OLIVE BRANCH, MISSISSIPPI**, a municipal Corporation

By:   
Name: Samuel P. Rikard  
Title: Mayor

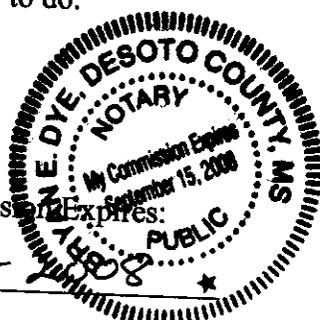
Attest:   
Name: Judy C. HERRINGTON  
Title: City Clerk

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STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8<sup>th</sup> day of March, 2006, within my jurisdiction, Kurt Nelson, who acknowledged that he is Vice-President (Title) of Industrial Developments International, Inc. and that for and on behalf of the said entity, and as its act and deed, executed the foregoing document after first having been duly authorized by said company so to do.



Bryan E. Dye

NOTARY PUBLIC

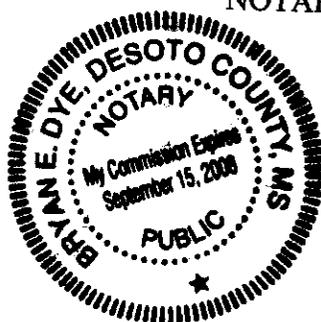
My Commission Expires:

9-15-2008

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 8<sup>th</sup> day of March, 2006, 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.



Bryan E. Dye

NOTARY PUBLIC

My Commission Expires:

9-15-2008

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**GRANTOR'S ADDRESS**  
1000 Ridgeway Loop Road  
Suite 100  
Memphis, TN 38120  
901-680-7101  
901-830-3652

**GRANTEE'S ADDRESS**  
9200 Pigeon Roost Rd.  
Olive Branch, Miss. 38654  
662-892-9200  
662-892-9228

**Indexing Instructions**

Being a portion of that property owned by Industrial Developments International, Inc. more particularly described in a deed recorded in Deed Book 504, Page 356, Chancery Clerk's office, DeSoto County, Mississippi, and being situated in the Northwest and Northeast Quarters of Section 19, Township 1 South, Range 5 West, and in the Southwest and Southeast Quarters of the partial Section 18, Township 1 South, Range 5 West, City of Olive Branch, DeSoto County, Mississippi.

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## LEGAL DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI; THENCE SOUTH 00° 35'02" EAST (S 00° 28'52.8" W - C) A DISTANCE OF 2656.23 FEET (2656.36' - C) TO AN 1" IRON PIPE FOUND; THENCE SOUTH 89° 36'40" WEST (N 89° 19'27.6" W - C) A DISTANCE OF 5402.31 FEET (5399.95' - C) TO A PK NAIL SET, PASSING A CHISEL MARK FOUND ON-LINE AT 5401.44 FEET; THENCE NORTH 00° 47'20" WEST A DISTANCE OF 1038.28 FEET TO A R.O.W. MARKER FOUND, PASSING A R.O.W. MARKER FOUND ON-LINE AT 4.05 FEET; THENCE NORTH 00° 49'49" WEST A DISTANCE OF 1499.10 FEET TO A R.O.W. MARKER FOUND; THENCE NORTH 00° 52'08" WEST A DISTANCE OF 950.17 FEET TO A R.O.W. MARKER FOUND; THENCE SOUTH 87° 51'59" EAST A DISTANCE OF 35.47 FEET TO A R.O.W. MARKER FOUND; THENCE NORTH 01° 33'34" WEST A DISTANCE OF 52.08 FEET TO A R.O.W. MARKER FOUND; THENCE SOUTH 89° 22'07" WEST A DISTANCE OF 35.10 FEET TO A R.O.W. MARKER FOUND; THENCE NORTH 00° 22'23" WEST A DISTANCE OF 72.54 FEET TO A R.O.W. MARKER FOUND; THENCE NORTH 43° 38'17" EAST A DISTANCE OF 79.36 FEET TO A R.O.W. MARKER FOUND; THENCE NORTH 00° 05'45" WEST A DISTANCE OF 80.57 FEET TO A R.O.W. MARKER FOUND; THENCE SOUTH 89° 05'21" WEST A DISTANCE OF 155.05 FEET TO A R.O.W. MARKER FOUND; THENCE NORTH 01° 48'46" WEST A DISTANCE OF 10.13 FEET TO A R.O.W. MARKER FOUND; THENCE NORTH 89° 50'24" WEST A DISTANCE OF 19.72 FEET TO A R.O.W. MARKER FOUND; THENCE SOUTH 00° 16'05" EAST A DISTANCE OF 10.44 FEET TO A R.O.W. MARKER FOUND; THENCE SOUTH 89° 10'33" WEST A DISTANCE OF 323.85 FEET TO A R.O.W. MARKER FOUND; THENCE NORTH 02° 24'46" WEST A DISTANCE OF 9.88 FEET TO A R.O.W. MARKER FOUND; THENCE SOUTH 89° 51'09" WEST A DISTANCE OF 24.66 FEET TO A R.O.W. MARKER FOUND; THENCE SOUTH 01° 48'15" EAST A DISTANCE OF 10.23 FEET TO A R.O.W. MARKER FOUND; THENCE SOUTH 89° 19'14" WEST A DISTANCE OF 825.91 FEET TO A R.O.W. MARKER FOUND; THENCE SOUTH 89° 06'53" WEST A DISTANCE OF 622.64 FEET TO AN 1/2" IRON PIN FOUND; THENCE NORTH 08° 10'33" EAST A DISTANCE OF 63.48 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 89° 16'09" EAST (S 89° 41'00.0" E - C) A DISTANCE OF 1905.31 FEET (1904.30' - C) TO A CONCRETE MONUMENT FOUND; THENCE NORTH 89° 31'35" EAST (S 89° 24'38.2" E - C) A DISTANCE OF 5418.04 FEET TO A PK NAIL SET, PASSING AN 1/2" IRON PIN SET AT 2635.85 FEET; THENCE SOUTH 00° 36'48" EAST (S 00° 28'52.8" W - C) A DISTANCE OF 1160.10 FEET (1160.39' - C) TO THE POINT OF BEGINNING, PASSING AN 1/2" IRON PIN FOUND AT 1159.95 FEET, CONTAINING 475.9717 ACRES OR 20733325.01 SQUARE FEET MORE OR LESS. SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD.

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**EXHIBIT B-1**

**LEGAL DESCRIPTION OF TEMPORARY SEWER EASEMENT AREA**

A twenty (20) foot wide strip of land parallel to and adjacent to the southern, southwestern, and western boundaries of the perpetual Sewer Easement Area described herein as Exhibit B-2.

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**EXHIBIT B-2****LEGAL DESCRIPTION OF SEWER EASEMENT AREA**

Property description of part of the Industrial Developments International, Inc. property as described in Book 504 Page 356 in the Northeast Quarter of Section 19, Township 1 South, Range 5 West, and the Southeast and Southwest Quarters of partial Section 18, Township 1 South, Range 5 West in Olive Branch, DeSoto County, Mississippi:

(10 foot Sanitary Sewer Easement)

Being a 10.00 foot wide strip of land for sanitary sewer easement purposes across, over and upon a portion of the Industrial Developments International, Inc. property as recorded in Deed Book 504, Page 356 at the DeSoto County Register's Office, said strip being entirely within portions of Sections 18 and 19, Township 1 South, Range 5 West, City of Olive Branch, DeSoto County, State of Mississippi and being more particularly described as follows:

Commencing at the most northerly northeast corner of the Industrial Developments International, Inc. property as recorded in Deed Book 504, Page 356 at the DeSoto County Register's Office, said corner being on the east line of Section 18, Township 1 South, Range 5 West, City of Olive Branch, DeSoto County, State of Mississippi; thence along said east line, South 00 degrees 36 minutes 48 seconds East a distance of 1160.11' to the southeast corner of said Section 18 (found iron pin) being common with the northeast corner of Section 19, Township 1 South, Range 5 West; thence along the east line of said Section 19, South 00 degrees 35 minutes 03 seconds East a distance of 944.08' to the TRUE POINT OF BEGINNING; thence continuing along said east line of Section 19, South 00 degrees 35 minutes 03 seconds East a distance of 10.00' to a point; thence departing from said east line, South 89 degrees 25 minutes 01 seconds West a distance of 42.00' to a point; thence along a line being 42.00' west of and parallel with said east line of Section 19, North 00 degrees 35 minutes 03 seconds West a distance of 867.06' to a point; thence along a line being 10.00' southwest of and parallel with the southwest line of an existing 20.00' wide crude oil pipeline easement (170-189 and 301-112), North 46 degrees 44 minutes 20 seconds West a distance of 1693.19' to a point; thence along a line being 10.00' south of and parallel with the southern line of said existing crude oil pipeline easement the following three (3) calls, South 89 degrees 29 minutes 57 seconds West a distance of 2240.67' to a point; thence South 89 degrees 24 minutes 49 seconds West a distance of 1111.42' to a point; thence South 89 degrees 44 minutes 24 seconds West a distance of 733.34' to a point being 13.00' east of the east right of way line of Polk Lane (355-516); thence along a line being 13.00' east of and parallel with said east right of way line, South 00 degrees 05 minutes 45 seconds East a distance of 51.37' to a point; thence South 51 degrees 58 minutes 05 seconds West a distance of 16.45' to a point on said east right of way line; thence along said east right of way line, North 00 degrees 05 minutes 45 seconds West a distance of 12.68' to a point being 65.48' south of the most northeast corner of said Polk Lane right of way (355-516); thence departing from said east line, North 51 degrees 58 minutes 05 seconds East a distance of 3.77' to a point; thence along a line being 3.00' east of said east right of way line, North 00 degrees 05 minutes 45 seconds West a distance of 56.46' to a point being on said south line of an existing 20.00' wide crude oil pipeline easement (170-189 and 301-112); thence along said south line the following three (3) courses, North 89

degrees 44 minutes 24 seconds East a distance of 743.26' to a point; thence North 89 degrees 24 minutes 49 seconds East a distance of 1111.44' to a point; thence North 89 degrees 29 minutes 57 seconds East a distance of 2244.69' to an angle point in said south line of and existing 20.00' wide crude oil pipeline easement; thence continuing along said south line, South 46 degrees 44 minutes 20 seconds East a distance of 1701.47' to a point being 32.00' west of said east line of Section 19; thence along a line being 32.00' west of and parallel with said east line of Section 19, South 00 degrees 35 minutes 03 seconds East a distance of 861.33' to a point; thence North 89 degrees 25 minutes 01 seconds East a distance of 32.00' to said TRUE POINT OF BEGINNING.

Said described 10.00 foot wide strip of land for sanitary sewer easement purposes containing 67,550 square feet or 1.551 acres, more or less.

**EXHIBIT C-1**

**LEGAL DESCRIPTION OF TEMPORARY UTILITY EASEMENT AREA**

A twenty (20) foot wide strip of land parallel to and adjacent to the northern and western boundaries of the perpetual Utility Easement Area described herein as Exhibit C-2.

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**EXHIBIT C-2****LEGAL DESCRIPTION OF UTILITY EASEMENT AREA**

Property description of part of the Industrial Developments International, Inc. property as described in Book 504 Page 356 in the Northwest and Northeast Quarter of Section 19, Township 1 South, Range 5 West in Olive Branch, Desoto County, Mississippi:

(15 foot Utility Easement)

Commencing at the recognized and accepted Northwest corner of Section 19, Township 1 South, Range 5 West in Olive Branch, Desoto County, Mississippi; thence South 00 Degrees 49 Minutes 44 Seconds East with the east line of Polk Lane a distance of 1499.02 feet to a point; thence South 00 Degrees 47 Minutes 16 Seconds East with the east line of Polk Lane a distance of 969.45 feet to a point of curvature, said point being the true point of beginning; thence southeastwardly along a curve to the left having a radius of 35.00 feet a distance of 54.73 feet (chord = South 45 Degrees 34 Minutes 52 Seconds East 49.32 feet, Delta = 89 Degrees 35 Minutes 13 Seconds) to a point of tangency; thence North 89 Degrees 37 Minutes 31 Seconds East a distance of 5293.58 feet to a point of curvature; thence northeastwardly along a curve to the left having a radius of 35.00 feet a distance of 55.10 feet (chord = North 44 Degrees 31 Minutes 21 Seconds East 49.59 feet, Delta = 90 Degrees 12 Minutes 20 Seconds) to a point of tangency; thence North 00 Degrees 34 Minutes 49 Seconds West a distance of 1630.73 feet to a point; thence South 89 Degrees 25 Minutes 11 Seconds West a distance of 15.00 feet to a point; thence South 00 Degrees 34 Minutes 49 Seconds East with said west line a distance of 1630.73 feet to a point of curvature; thence southwestwardly along a curve to the right having a radius of 20.00 feet a distance of 31.49 feet (chord = South 44 Degrees 31 Minutes 21 Seconds West 28.34 feet, Delta = 90 Degrees 12 Minutes 20 Seconds) to a point of tangency; thence South 89 Degrees 37 Minutes 31 Seconds West a distance of 5293.59 feet to a point of curvature; thence northwestwardly along a curve to the right having a radius of 20.00 feet a distance of 31.27 feet (chord = North 45 Degrees 34 Minutes 52 Seconds West 28.18 feet, Delta = 89 Degrees 35 Minutes 13 Seconds) to a point; thence South 89 Degrees 12 Minutes 44 Seconds West a distance of 15.00 feet to the point of beginning and containing 2.41 acres.