

DEED OF GIFT

This Deed of Conveyance is this day made by the undersigned, MARK ANGLIN, hereinafter referred to as the GRANTOR, and the CITY OF HERNANDO, MISSISSIPPI, hereinafter referred to as the GRANTEE, WITNESSETH THAT:

For and in consideration of the affection and civic duty the GRANTOR has for the GRANTEE, and which I hereby acknowledge and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTOR, MARK ANGLIN, the GRANTOR does hereby and by these presents transfer, convey, and warrant to the City of Hernando of DeSoto County, Mississippi, the GRANTEE, the hereinafter described real property located in the City of Hernando, DeSoto County, Mississippi, and being described as follows, to-wit:

DESCRIPTION OF A 4.16 ACRE TRACT FOR THE EAST COMMERCE STREET AND PARK PROPERTY LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17; TOWNSHIP 3 SOUTH, RANGE 7 WEST; CITY OF HERNANDO IN DESOTO COUNTY, MISSISSIPPI.

Beginning at the northeast corner of the southwest quarter of Section 17; Township 3 South, Range 7 West; thence south 50 feet to the point of beginning of the following parcel: thence south  $0^{\circ}29'29''$  east 74.0 feet to a point; thence south  $89^{\circ}25'$  west 532.88 feet to a point; thence north  $83^{\circ}40'$  west 195.16 feet to a point; thence north  $76^{\circ}32'50''$  west 21.5 feet to a point; thence north  $83^{\circ}34'$  west 174.23 feet to a point; thence south  $89^{\circ}25'$  west 280.09 feet to a point; thence south  $0^{\circ}35'$  east 366.0 feet to a point; thence south  $89^{\circ}25'$  west 200 feet to a point in the east line of the Walmart tract; thence north  $0^{\circ}35'$  west 440 feet to a point in the right of way for East Commerce Street; thence north  $89^{\circ}25'$  east 480.81 feet to a point; thence south  $83^{\circ}34'$  east 192.32 feet to a point; thence south  $76^{\circ}33'$  east 21.5 feet to a point; thence south  $83^{\circ}34'$  east 174.23 feet to a point; thence north  $89^{\circ}25'$  east 306.96 feet to a point; thence north  $51^{\circ}14'$  east 30.90 feet to a point; thence north  $13^{\circ}04'$  east 7.50 feet to a point; thence north  $6^{\circ}14'$  east 23.78 feet to a point; thence north  $89^{\circ}25'$  east 50.28 feet to a point; thence south  $3^{\circ}31'$  west 21.48 feet to a point; thence south  $41^{\circ}28'$  east 37.80 feet to a point; thence north  $89^{\circ}25'$  east 125.82 feet to the point of beginning and containing 4.16 acres more or less.

*Mark Anglin*

The foregoing covenant of warranty is made subject to rights of ways and easements for public roads and public utilities, subdivision and zoning regulations in effect in DeSoto County, Mississippi; to any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property; and to any unrecorded rights of way or easements, any discrepancies, conflicts, encroachments, or shortages in area and boundaries which a correct survey and/or physical inspection of the property would reveal.

That further, this conveyance is subject to the following matters of record:

That certain right of way in favor of MP&L as found at Deed Book 25 Page 486 in the office of the Chancery Clerk of DeSoto County, Mississippi;

That certain right of way in favor of Entergy of Mississippi, Inc. as found at Deed Book 521 Page 23 in the office of the Chancery Clerk of DeSoto County, Mississippi;

That certain Temporary Grading & Construction Easement Agreement as found at Deed Book 478 Page 332 in the office of the Chancery Clerk of DeSoto County, Mississippi;

That certain Drainage Easement Agreement as found at Deed Book 478 Page 342 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Taxes and assessments against said property for the year 2007 shall be the responsibility of the GRANTOR and taxes and assessments for the year 2008 shall be the responsibility of the GRANTEE, and all subsequent years are expected from the foregoing covenants of warranty.

That as a condition of this conveyance it is understood that this property is to be used for municipal park purposes and the future extension of East Commerce Street in -the City of Hernando.

The Grantor herein warrants that the property being conveyed is no part or parcel of his homestead.

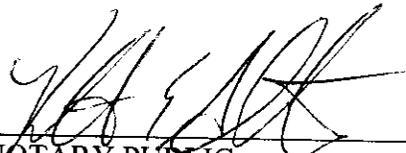
Possession shall be given upon delivery of this deed.

WITNESS the signature of the GRANTOR on this the 15 day of May, 2007.

  
MARK ANGLIN

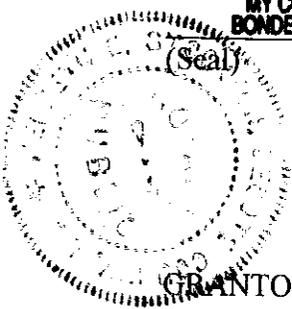
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the 15<sup>th</sup> day of May, 2007, within my jurisdiction, the within named MARK ANGLIN, who acknowledged that he executed the above and foregoing instrument.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES FEB. 20, 2011  
BONDED THRU STEGALL NOTARY SERVICE



GRANTOR'S ADDRESS:

3751 Getwell Rd.  
Hernando, MS 38632  
RES. TEL.: N/A  
BUS. TEL.: N/A

GRANTEE'S ADDRESS:

475 W. Commerce St.  
Hernando, MS 38632  
RES. TEL.: N/A  
BUS. TEL.: 662-429-9092

Prepared by:  
KENNETH E. STOCKTON  
ATTORNEY AT LAW  
5 W. Commerce St.  
Hernando, MS 38632  
662-429-3469