

EASEMENT AND MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made and executed this the 30th day of October, 2007, from COMMERCE ST.-McINGVALE PROPERTIES, LLC, a Mississippi Limited Liability Company, and JAMES R. SEAY, SR., TRUSTEE OF THE JAMES R. SEAY, SR. REVOCABLE TRUST ("Seay").

WITNESSETH

WHEREAS, COMMERCE ST.-McINGVALE PROPERTIES, LLC is the owner of certain property, lying and being in Hernando, DeSoto County, Mississippi, and being more particularly described on Exhibit "A", attached hereto and by this reference made a part hereon; and

WHEREAS, Seay is the owner of certain property (the Seay Property") lying and being contiguous with and adjacent to the Commerce St.-McIngvale Properties, LLC, and said Seay Property being more particularly described on Exhibit "B", attached hereto and by reference made a part hereof; and

WHEREAS, the Commerce St.-McIngvale Properties, LLC and the Seay Property are generally depicted on Exhibit "C", attached hereto and by this reference made a part hereof, and

WHEREAS, Seay desires an easement across the Commerce St.-McIngvale Properties, LLC Property for the purposes of ingress to and egress from the Seay Property, and Commerce St.-McIngvale Properties, LLC desires an easement across the Seay Property for the purposes of ingress to egress from the Commerce St.-McIngvale Properties, LLC Property; and

WHEREAS, the parties are willing to grant such easements upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Ten and No/100th Dollars (\$10.00) in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

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1. Commerce St.-McIngvale Properties, LLC, hereby grants unto Seay and Seay hereby grants unto Commerce St.-McIngvale Properties, LLC, non-exclusive, perpetual easements over, under, through and across the Commerce St.-McIngvale Properties, LLC and the Seay Property, respectively, in the general areas as depicted as "The Driveway" on the site plan (the "Site Plan") attached hereto as Exhibit "D" and by this reference made a part hereof (the "Easement Area") for the purposes of vehicular and pedestrian ingress to and egress from the Commerce St.-McIngvale Properties, LLC Property and to and from the Seay Property, subject to the provisions of Section 2 below; this easement shall not include any parking rights or easements in, on or upon either the Commerce St.-McIngvale Properties, LLC Property or the Seay Property.
2. Commerce St.-McIngvale Properties, LLC may utilize the Commerce St.-McIngvale Properties, LLC Property, and Seay may utilize the Seay Property, for any purpose which is not inconsistent with the terms hereof and which does not prohibit the exercise by the other party of its rights and easements hereunder. Specifically, each party reserves the right to construct (or not to construct), modify and/or relocate the Driveway and parking areas as they may exist from time to time on their respective properties, to install, erect and place directional signs and other traffic control devices on their respective properties and to prescribe and enforce reasonable rules and regulations governing the use of the Driveway and Access Openings (as hereinafter defined) located on their respective properties; provided, however, that no such activities by the then owner of one property shall unreasonably interfere with the ingress and egress rights of the owner of the other property. In addition, each party may install, maintain, operate, repair, replace and/or remove any utility lines, sanitary and storm sewer lines, light poles for street lighting, signage and other similar improvements currently located in, on or under, or to be located in, on or under, the respective properties; provided any such improvements do not obstruct or otherwise interfere with the other party's unobstructed and continuous use of the easements granted herein. In connection with such construction and maintenance, each party may temporarily close portions of the Driveway, Access Openings and parking facilities contained on its property; provided, however, that such work shall be accomplished with diligence and continuity and with adequate traffic control so as to keep any interruptions to a minimum.
3. The openings and access points contemplated between the Commerce St.-McIngvale Properties, LLC Property and the Seay Property and to and from Commerce Street and McIngvale Road for use of the Driveway, are shown and labeled on the Site Plan and such openings and access points are hereinafter called the "Access Openings." The Access Openings shall in no event be blocked, closed, altered, changed or removed and shall at all times remain in place as shown on the Site Plan. There shall be maintained between the Access Openings a smooth and level grade transition to allow the use of the Driveway for pedestrian and vehicular ingress and egress as set forth herein above. Except with respect to the Access Openings, each party shall be permitted to maintain curbing, landscaping or other improvements along the boundary line of its property.

4. Each party (the "Indemnitor") shall indemnify and hold the other party harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Indemnitor, its contractors, employees, agents, licensees, or other acting by or on behalf of the Indemnitor.
5. The easements herein above granted shall be used and enjoyed by each party and its contractors, employees, agents, guests, invitees, licensees, or others acting by or on behalf of such party in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of the other party at any time conducted on such other party's property, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.
6. Each party covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense the portion of the Driveway and the Access Openings located on its property in good order, condition and repair. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Driveway and the Access Openings on any property, the owner of such property shall, at its sole cost and expense, with due diligence repair, restore and rebuild such portion of the Driveway and/or the Access Openings to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement).
7. Throughout the term of this Agreement, after the construction of improvements on their respective properties, Seay and Commerce St.-McIngvale Properties, LLC shall each procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 3 above), death, or property damages occurring upon their respective properties, with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00) including umbrella coverage, if any, and naming each other as additional insureds. In the event Walgreen Co., an Illinois corporation, becomes the owner of the Commerce St.-McIngvale Properties, LLC Property, it may elect to self insure and/or carry insurance required hereunder under the most or blanket policies of insurance.
8. Following construction of the improvements on the Commerce St.-McIngvale Properties, Inc. Property in accordance with the Site Plan, this Agreement shall automatically be in substitution and replacement of any existing ingress and egress easement over the Commerce St.-McIngvale, LLC Property and in favor of the Seay Property, whether set forth in an agreement or on a recorded plat, and the parties agree that any such existing easements shall thereafter be null and void and of no further force or effect.
9. This Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use and the parties may, by mutual agreement, terminate or modify their respective rights and obligations hereunder without the consent of any governmental

authority or agency.

- 10. This Agreement shall be binding upon and inure to the benefit of each of the undersigned parties, and their respective successors, assigns, agents, tenants, invitees and licensees.
- 11. This Agreement shall be constructed in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by its duly authorized representatives and its official seal to be affixed hereto, the day and year first above written.

JAMES R. SEAY, SR., TRUSTEE OF THE
JAMES R. SEAY, SR. REVOCABLE TRUST

By: *[Signature]* (Seal)
JAMES R. SEAY, SR., Trustee

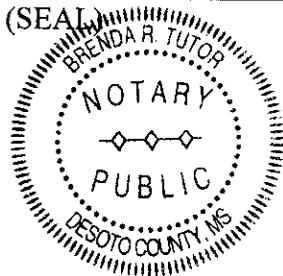
STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state on this the 30th day of October, 2007, within my jurisdiction, the within named **JAMES R. SEAY, SR.**, who acknowledged that he is Trustee of the JAMES R. SEAY, SR., REVOCABLE TRUST, and that in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Brenda R. Tutor
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: May 15, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

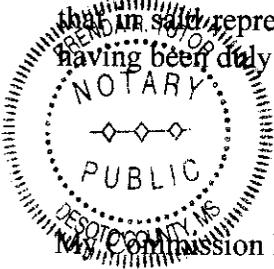


COMMERCE ST. - McINGVALE PROPERTIES, LLC

By: *James R. Seay, Sr.* (Seal)
JAMES R. SEAY, SR.
Title: MEMBER

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state on this the 30th day of October, 2007, within my jurisdiction, the within named **JAMES R. SEAY, SR.**, who acknowledged that he is the Member of Commerce St.-McIngvale Properties, LLC, and ~~that in said representative capacity, he executed the above and foregoing instrument, after first having been duly authorized so to do.~~



Pierde P. Tutor
Notary Public

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: May 15, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Prepared by:
Kenneth C. Stockton
Attorney at Law
5 West Commerce St.
Hernando, MS 38632
662-429-3469

EXHIBIT "A"

Lot 2, 1st Revision, Douglas Commercial Plaza, Section "B", as situated in Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi as found at Plat Book 105 Page 4 in the Office of the Chancery Clerk of DeSoto County, Mississippi and to which recorded plat reference is hereby made for a more particular description of said lot.

EXHIBIT "B"

Legal Description of the Seay Property

Lot 1, Section A, Douglas Commercial Plaza, in Section 18, Township 3 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 39, Page 33 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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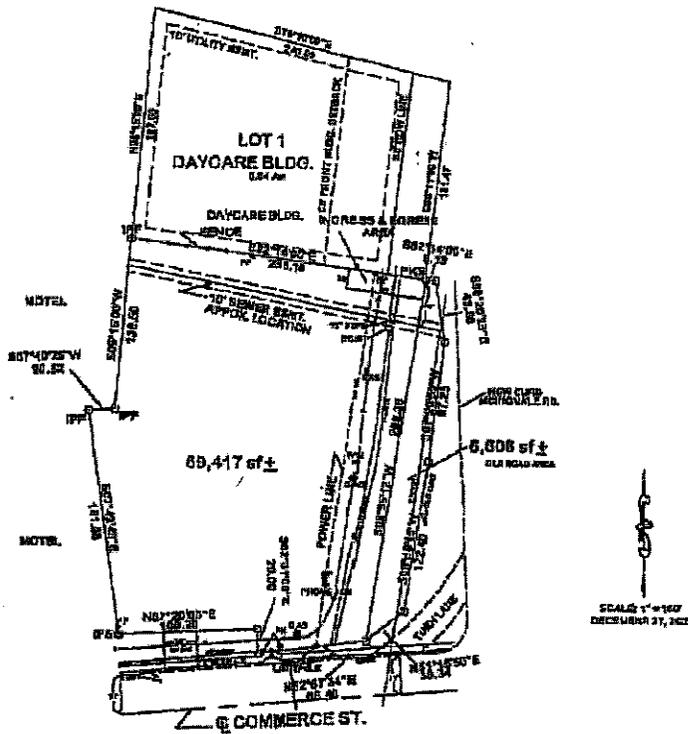
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EXHIBIT "C"

**SURVEY OF THE DOUGLAS COMMERCIAL PLAZA SECTION B,
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 18,
 TOWNSHIP 3 SOUTH, RANGE 7 WEST; CITY OF HERNANDO
 DESOTO COUNTY, MISSISSIPPI.**



J.F. LAUDERDALE P.E., L.S.
 231 CENTER STREET
 HERNANDO, MS 38632
 PHONE (662) 428-2780
 MS, L.S. # 2214 MS. PE. # 6803
 CLASS "B" SURVEY

NOTE: See Recorded plat for section adjacent thereto.

NOTE: This property is not covered by a PLANNED UNIT DEVELOPMENT (PUD) or any other zoning ordinance. WITH STATE LICENSE.

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