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Prepared by and return to: Fearnley & Califf, PLLC, 6389 Quail Hollow, #202,
Memphis, TN. 38120 901-707-4200

INDEXING INSTRUCTIONS: NORTHEAST QUARTER OF SECTION 33,
TOWNSHIP 1 SOUTH, RANGE 5 WEST

SANITARY SEWER EASEMENT AGREEMENT

Payne Lane Development, LLC, a Tennessee Limited Liability Company (hereinafter "Grantor"), is the owner of two parcels of property in DeSoto County, Mississippi known as Lots 13 and 17, of the Barton Ridge Subdivision, as recorded in Plat Book 105, Page 31 in the Chancery Court of DeSoto County, Mississippi and described in the description attached hereto as Exhibit "A" and incorporated herein by reference. Church of the Harvest, Inc., a Tennessee Non-Profit Corporation (hereinafter "Grantee") is the owner of an adjoining parcel of property in DeSoto County, Mississippi to the east of Grantor and described in the description attached hereto as Exhibit "B" and incorporated herein by reference..

Grantor agrees to provide a 10" sanitary sewer easement and 20" temporary construction easement over its property for the purposes of providing sewer to Grantee's property. The easements are described in the diagram and survey attached hereto as Exhibit "C" and incorporated herein by reference.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee an easement as described in the diagram and survey attached hereto as Exhibit "C" and incorporated herein by reference. Grantor and Grantee agree that the easement is for the benefit of the Grantee. Grantee hereby agrees to pay for the installation, maintenance, repair and county/city fees associated with said sewer easement. Grantee further agrees to after installation to level and grade and provide a normal growth of grass over the easement areas. In addition, Grantee hereby understands and agrees that if it becomes necessary to cross any road in the process of installing said sanitary sewer that they will not cut the road, but instead will bore under the road for installation purposes

The sanitary sewer easement shall be perpetual in nature and shall run with the land, for the benefit Grantee, their heirs and or assigns in perpetuity. The temporary

construction easement shall terminate within 90 days of the date of the execution of this easement agreement

The sanitary sewer easement shall be a covenant running with the land and shall be binding on the heirs, successors and assigns of the Grantor in perpetuity.

WITNESS the signature of the said undersigned, this the 30th day of June, 2008

Payne Lane Development, LLC, Grantor

T. David Goodwin, Jr.
T. David Goodwin, Jr., Chief Manager

Church of the Harvest, Inc., Grantee

Robert C. Thomas
Robert C. Thomas, President

Patricia R. Thomas
Patricia Thomas, Secretary

Robert V. Thomas
Robert V. Thomas, Director

STATE OF TENNESSEE
COUNTY OF SHELBY

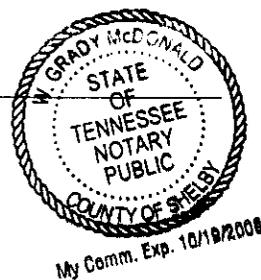
Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared T. DAVID GOODWIN, JR., with whom I am acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of PAYNE LANE DEVELOPMENT, LLC, the within named limited liability company, and that he as said Chief Manager being authorized to do so executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as such Chief Manager as his free act and deed..

Witness my hand and seal, this 30th day of June, 2008.

W. Grady McDonald

Notary Public

My commission expires: 10/19/2008



STATE OF Tennessee
COUNTY OF Shelby

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared ROBERT C. THOMAS, PATRICIA R. THOMAS, and ROBERT V. THOMAS., with whom I am acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President, Secretary and Director of CHURCH OF THE HARVEST, INC., the within named corporation, and that they as said President, Secretary and Director being authorized to do so executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such President, Secretary and Director..

Witness my hand and seal, this 29th day of June, 2008.

Barbara K. Nowlin
Notary Public



My commission expires: MY COMMISSION EXPIRES
DECEMBER 28, 2010

Grantor's Address
and phone #:

Payne Lane Development, LLC
6104 Macon Road
Memphis, TN. 38134
Telephone # 901-377-1006

Grantee's Address
and phone #:

Church of the Harvest, Inc.
7095 Hacks Cross Road, Suite 119
Olive Branch, MS. 38654
Telephone # 757-623-3701

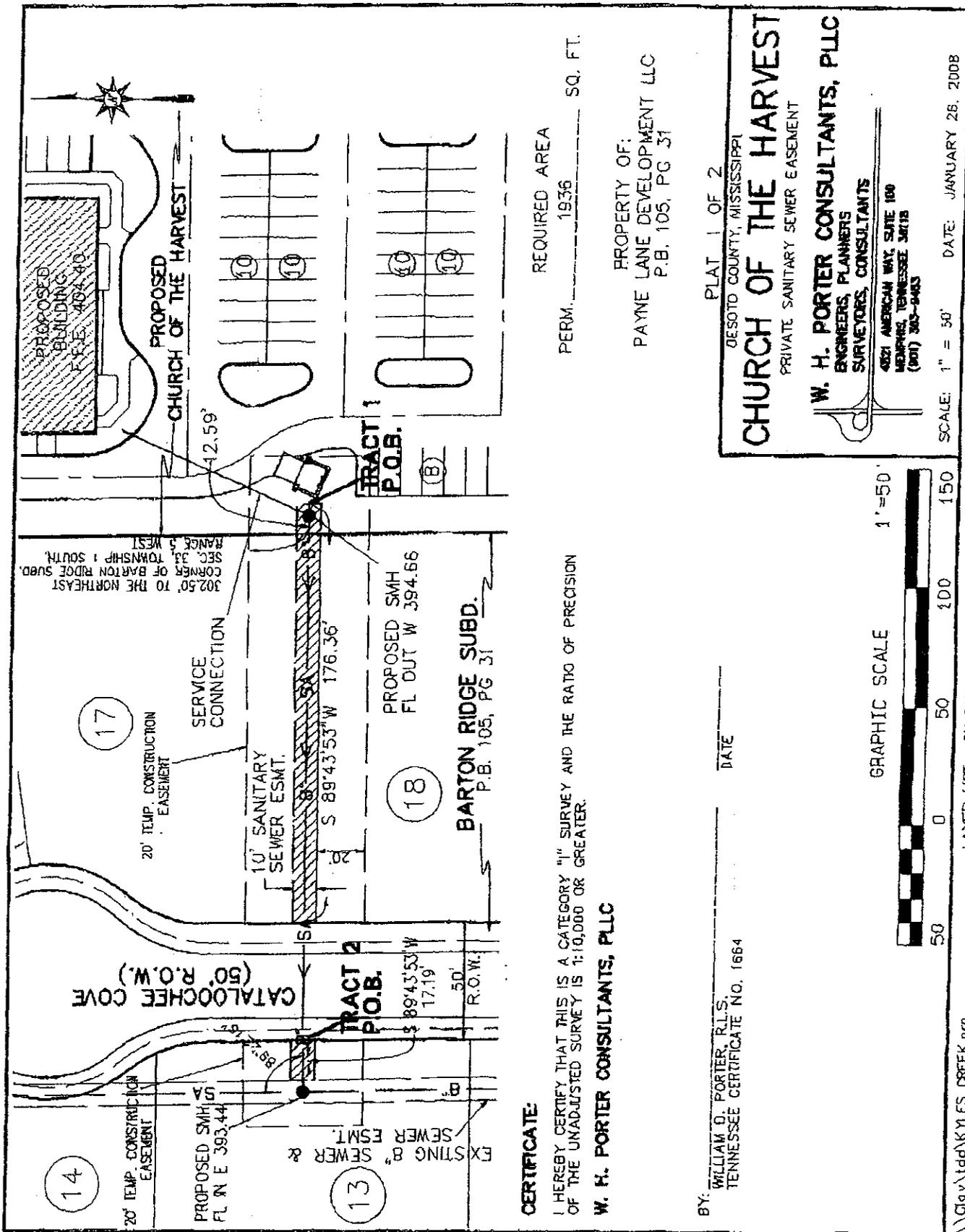
EXHIBIT "A"

Lots 13 and 17, Barton Ridge Subdivision, located in the Northeast Quarter of Section 33, Township 1 South, Range 5 West, as shown on plat of record in Plat Book 105, Page 31, in the Chancery Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

EXHIBIT "B"

A 10.22, more or less, acre tract of land located in the Northeast Quarter of Section 33, Township 1 South, Range 5 West, DeSoto County, Mississippi and is further described as follows:

Beginning at a 1/4 inch rebar set on the south right-of-way of Goodman Road; said point lies South 79 degrees 26 minutes 43 seconds West a distance of 1513.86 feet from a cotton picker spindle found being the northeast corner of Section 33, Township 1 South, Range 5 West; thence South 00 degrees 15 minutes 41 seconds East a distance of 1867.42 feet to a 1/4 inch rebar set on the north line of the Geraldine Crutcher property to the South; thence North 89 degrees 55 minutes 24 seconds West along the north line of said Geraldine Crutcher tract a distance of 237.86 feet to an iron pin found being a common corner of the herein described property and said Crutcher tract; thence North 00 degrees 15 minutes 41 seconds West along the east line of the Payne Lane Development, LLC tract a distance of 1875.85 feet to a 1/4 inch rebar set on the south right-of-way of Goodman Road and being a common corner of the herein described property and the aforementioned Payne Lane Development tract; thence South 87 degrees 53 minutes 40 seconds East along the South line of Goodman Road a distance of



TRACT 1

DESCRIPTION OF THE CENTERLINE OF A PROPOSED 10' SANITARY SEWER EASEMENT ON AND ACROSS LOT 17 OF THE BARTON RIDGE SUBDIVISION, AS RECORDED IN PLAT BOOK 105, PAGE 31 IN THE DESOTO COUNTY REGISTER'S OFFICE; SAID CENTERLINE OF 10' SANITARY SEWER EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The Point of Beginning of the herein described property is described as follows: Beginning at a point being 12.59 feet east of the east line of Barton Ridge Subdivision, as recorded in Plat Book 105, Page 31 (DCRO), which also lies in Section 33, Township 1 South, Range 5 West and 302.50 feet south of the northeast corner of said Barton Ridge Subdivision; thence South 89 degrees 43 minutes 53 seconds West, a distance of 176.36 feet to a point at the end of said easement centerline, said point also being on the east line of Cataloachee Cove (50' R.O.W.), Containing 1764 sq. ft (0.04 Ac.) more or less of land.

Together with a 20 foot Wide Temporary Construction Easement located parallel and adjacent to both sides of the above described Proposed Permanent Sewer Easement, as shown on the Accompanying Plat, Containing 8054 sq. ft., more or less of land.

TRACT 2

DESCRIPTION OF THE CENTERLINE OF A PROPOSED 10' SANITARY SEWER EASEMENT ON AND ACROSS LOT 13 OF THE BARTON RIDGE SUBDIVISION, AS RECORDED IN PLAT BOOK 105, PAGE 31 IN THE DESOTO COUNTY REGISTER'S OFFICE; SAID CENTERLINE OF 10' SANITARY SEWER EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The Point of Beginning of the herein described property is described as follows: Beginning at a point that is 213.77 feet west of the east line of Barton Ridge Subdivision, as recorded in Plat Book 105, Page 31 (DCRO), which also lies in Section 33, Township 1 South, Range 5 West and 302.50 feet south of the northeast corner of said Barton Ridge Subdivision, said point also being on the west line of Cataloachee Cove (50' R.O.W.); thence South 89 degrees 43 minutes 53 seconds West, departing the west line of said Cataloachee Cove, a distance of 17.19 feet to a point at the end of said easement centerline.

Containing 172 sq. ft. (0.004 Ac) more or less of land.

Together with a 20 foot Wide Temporary Construction Easement located parallel and adjacent to both sides of the above described Proposed Permanent Sewer Easement, as shown on the Accompanying Plat, Containing 1688 sq. ft., more or less of land.

PLAT 2 OF 2

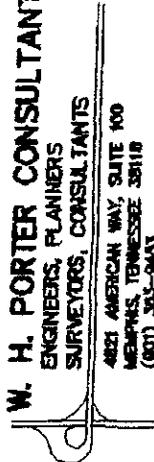
DESOTO COUNTY, MISSISSIPPI

CHURCH OF THE HARVEST

PRIVATE SANITARY SEWER EASEMENT

W. H. PORTER CONSULTANTS, PLLC
ENGINEERS, PLANNERS
SURVEYORS, CONSULTANTS

4823 AMERICAN WAY, SUITE 100
MEMPHIS, TENNESSEE 38118
(901) 363-9433



SCALE: 1" = 50' DATE: JANUARY 28, 2008

W. H. PORTER CONSULTANTS, PLLC

LAYER USE: CH ESMT PLAT

\\Clay\td\KYLES CREEK.pro

JOINDER BY FIRST SECURITY BANK

IN WITNESS WHEREOF, First Security Bank as mortgage holder of the property described in the attached Sanitary Sewer Easement Agreement (hereinafter "Agreement") does hereby join in, consent, submit and subrogate its mortgage interest to this Agreement this 17 day of July, 2008.

FIRST SECURITY BANK

By: [Signature]

Its: Branch President

STATE OF Mississippi
COUNTY OF Desoto

On this the 17 day of July, 2008, before me personally appeared R.P. Dorr Jr., with whom I am personally acquainted and who upon oath acknowledged himself herself to be the Branch President to execute the instrument of First Security Bank, and _____ as such Branch President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself herself as Branch President

WITNESS my hand and official seal at office this 17 day of July, 2008.

Tania Childers
Notary Public

My commission expires: 4-9-12

