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101427/201000
Olive Branch Funeral Home, INC.

2/10/09 1:36:38
BK 602 PG 488
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SS
SS

044-1-00-W

Do not record above this line.

WARRANTY DEED

THE STATE OF MISSISSIPPI

County of Desoto

For and in consideration of ONE HUNDRED TWENTY FOUR THOUSAND

FOUR HUNDRED SEVENTY FIVE----- and----- no/100 Dollars

(\$ 124,475.00) the receipt and sufficiency of which is hereby acknowledged,

I/or we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the Mississippi

Transportation Commission the following described land:

INDEXING INSTRUCTIONS: NE 1/4 of the NE 1/4,
of Section 33 Township 1
South, Range 6 West,
Desoto County, Mississippi.

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD83(93), grid values, using a scale factor of 0.99996213 and a delta-alpha angle of positive (+) 00 degrees 17 minutes 17.68 seconds as determined specifically for Mississippi State Highway No. 305 project, more specifically identified as Mississippi Department of Transportation Project Number FAP NO. STP-0031-02(001) (101427/201000). It is the intent of this description to describe that portion of the Grantor's property lying between the West right-of-way line of Mississippi State Highway No. 305 and the West proposed right-of-way line as defined by said Mississippi Department of Transportation Project

Commencing at the Northwest corner of Lot 1 of the Hughey-Dickerson Subdivision to the City of Olive Branch according to the map or plat of said Subdivision on file in the office of the Chancery Clerk of Desoto County at Hernando, Mississippi;

-thence run North 84 degrees 33 minutes 48 seconds East along the North line of said lot 1 and the Grantor's South property line for 30.70 feet to the Point of Beginning of the tract of land herein described;

MDOT

MS 5
B.L.

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From said point of beginning:

-thence run North 00 degrees 13 minutes 52 seconds West along the West proposed right-of-way line of said project for 23.44 feet to a point;
 -thence run North 87 degrees 33 minutes 58 seconds East along the West proposed right-of-way line of said project for 130.10 feet to a point;
 -thence run North 36 degrees 38 minutes 19 seconds East along the West proposed right-of-way line of said project for 25.00 feet to a point;
 -thence run North 00 degrees 13 minutes 52 seconds West along the West proposed right-of-way line of said project for 263.82 feet to a point on the Grantor's North property line;
 -thence run South 76 degrees 51 minutes 33 seconds East along the Grantor's North property line for 16.54 feet to a point on the West right-of-way line of Mississippi State Highway No. 305;
 -thence run South 00 degrees 06 minutes 20 seconds West along the West right-of-way line of said Mississippi State Highway No. 305 for 293.92 feet to the Southeast corner of Grantor's property, said point being 40.64 feet left of and perpendicular to Highway Station 748+46.08;
 -thence run South 84 degrees 33 minutes 48 seconds West along the South line of said Grantor's South property line and the North line of said Lot 1 of the Hughey-Dickerson Subdivision projected for 160.02 feet to the point of beginning.

The above described parcel of land contains 0.1723 acres of land, more or less, and is situated in the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 1 South, Range 6 West, Desoto County, Mississippi.

The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land. The Grantee herein, its Agents and/or Assigns are hereby granted the right of Ingress and Egress on Grantors remaining land for removing or demolishing the improvements. The consideration herein named is in full payment of all said improvements. *B.L., W*

W B.L.

In the case of corporations:

STATE OF Texas
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state,
on this 11th day of December, 2008, within my jurisdiction, the within named

Michael L. Decell

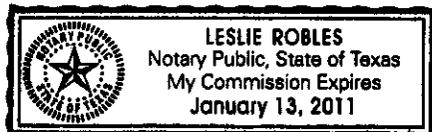
who acknowledged that (he)(she) is Vice President of
SCL Mississippi Funeral Service, Inc. a
Mississippi corporation, and that for and on behalf of the said
corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first
having been duly authorized by said corporation so to do.

Leslie Robles (NOTARY PUBLIC)

My commission expires:

1/13/11

(SEAL)



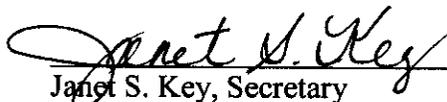
CERTIFICATE OF SECRETARY
OF
SCI MISSISSIPPI FUNERAL SERVICES, INC.

I hereby certify that I am the duly elected and acting Secretary of SCI Mississippi Funeral Services, Inc., a Mississippi corporation (the "Company"), that the following resolutions were unanimously adopted by the Board of Directors of the Company on December 5, 2008, and that said resolutions have never been amended or rescinded and are now in full force and effect.

RESOLVED, that Michael L. Decell, Vice President, or any other officer of the Company, is authorized to negotiate and enter into such contract with the Mississippi Transportation Commission (the "Grantee") as they shall deem reasonable and appropriate in conjunction with the granting of a right-of-way of approximately 0.1723 acres at Brantley Funeral Home, 6875 Cockrum Road, Olive Branch, Mississippi for the consideration of \$124,475.

FURTHER RESOLVED, that any one of such officers are authorized to expend such additional incidental funds as they shall deem reasonable and necessary to carry out the intent of the foregoing and to execute and deliver all writings, documents, instruments, and do all things necessary to effect the foregoing resolutions on substantially the terms set forth.

Dated: December 5, 2008



Janet S. Key, Secretary