

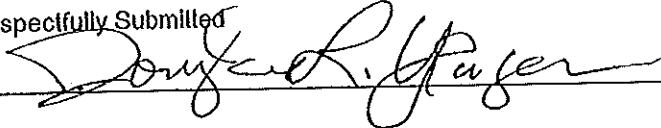
APPLICATION FOR REZONING

Name and Address of Applicant: MARTIN MEADOWLANDS, LLC P.O. Box 2175 JACKSON, MS. 39225	Street Address of Property (if different address): Same
--	--

APPLICATION DATE	Present Zoning of Property	Legal Description of Property:	TAX PARCEL NUMBER	FLOOD ZONE	MAP/PLAT OF PROPERTY
JULY 31, 2017	A-1	See (Exhibit A)		X	See (Exhibit B)

Other Comments: As per Article 2606 of the Madison County Zoning Ordinance.

Comments
 REQUEST CHANGE IN ZONING FROM A-1 TO C-2 .

Respectfully Submitted




Petition submitted to Madison County Planning and Development Commission on _____

Recommendation of Madison County Planning and Development Commission on Petition _____

Public Hearing date as established by the Madison County Board of Supervisors _____

Final disposition of Petition _____



July 31, 2017

Mr. Carl Allen
Director of Planning and Zoning
Carl.Allen@madison-ms.com
Madison County, Mississippi

RE: MARTIN MEADOWLANDS, LLC 69.34 AC Petition to Rezone

Dear Sir:

Please find attached a formal Petition to rezone and reclassify real property in Madison County along Calhoun Station Parkway. We've included all the detailed information in this Petition for your review.

We're excited about the explosive commercial growth that is moving north along Calhoun Station Parkway and believe now is the time to change our zoning classification from A-1 to C-2 on the 69.34 AC portion of our property to accommodate that growth.

It is important for us to acknowledge that Madison County built this commercial corridor and we're very appreciative of this infrastructure and hope to help in monetizing that investment by the County. Our only participation in that previous construction was donating the property that the County and Canton Municipal Utilities needed for the road and various easements. In addition, CMU is working in collaboration with our engineer (Ron McMaster with McMaster & Associates) on significant water and sewer services and upgrades to service our property as we write this letter.

We have established recorded covenants on our property to ensure that suitable commercial standards of design, construction and property aesthetics are followed to add value to the surrounding area. We've constructed a 16AC and 4AC lake(s) nearby that add aesthetic value as well as serve as suitable retention for a large part of the property. I also note that Calhoun Station Parkway and related drainage and box culverts under the road were built to address necessary storm water management as well for the entire area.

Please do not hesitate to call or email me if I can answer any other questions. We appreciate your guidance and assistance.

Regards,

A handwritten signature in black ink, appearing to read "Mark J. McCreery", written over a large, stylized flourish.

Mark J. McCreery
Member-Manager
Martin Meadowlands, LLC
601.213.0414
mmccreery@friedgreencapital.com

Scott Weeks

From: Carl Allen
Sent: Monday, October 09, 2017 8:08 AM
To: Scott Weeks
Subject: FW: Follow up to Zoning Committee meeting Panther Creek

From: Carl Allen
Sent: Thursday, October 05, 2017 4:37 PM
To: 'Danny Spivey' <dspivey7@netdoor.com>
Subject: FW: Follow up to Zoning Committee meeting Panther Creek

From: Cheryl [<mailto:cfreemanco@att.net>]
Sent: Tuesday, September 26, 2017 3:19 PM
To: Carl Allen <Carl.Allen@madison-co.com>
Cc: Bobby Long/ Attorney <rwlesQ@bellsouth.net>; hawk3090@bellsouth.net
Subject: Follow up to Zoning Committee meeting Panther Creek

Mr. Allen, I am writing to inform you of the outcome of the meeting between Panther Creek Home Owners board and Mr. Mark Maquery and Mr. Gary Hawkins, the developers for the property along Calhoun Parkway. This meeting took place at my home on 131 E. Ridge Ln in Panther Creek on Saturday, September 16th, 2017 and was attended by all but one board member for Panther Creek and both Mr. Hawkins and Mr. Maquery. Also in attendance was Mr. Ronnie Rinewalt who lives at the dead end of Sunrise Cove. Mr. Rinewalt's street is point of entrance to our neighborhood that would be most affected were we to allow the development and opening to Panther Creek as requested by the real estate firm that represented them.

Mr. Allen the board was assured that they have no plans to extend the commercial portion of this new development to include the roughly 40 acres that join Panther Creek to the west of Calhoun Parkway. This area is not even included in the zoning request that they were making on 9-11-17. That request was for the area in red that you showed me at that meeting.

Mr. Maquery & Mr. Hawkins also assured us that when they do start the development for the area that joins Panther Creek that it will be for residential housing and that we would be kept informed of their plans.

Thank you for allowing us this time to meet and discuss this with Mr. Hawkins and Mr. Maquery.

The Panther Creek board would like to go on record that we do not oppose this zoning request for the area in red as shown on their previous request.

Most Sincerely,
Cheryl Carruth
President, Panther Creek HOA

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF MADISON,
STATE OF MISSISSIPPI

RECEIVED

JUL 31 2017

IN THE MATTER OF REZONING OF
CERTAIN LAND SITUATED IN SECTION 9,
TOWNSHIP 8 NORTH, RANGE 2 EAST,
MADISON COUNTY, MISSISSIPPI

PETITIONERS:
MARTIN MEADOWLANDS, LLC
DOUGLAS L. YEAGER

PETITION TO REZONE AND RECLASSIFY REAL PROPERTY

COMES NOW, your Petitioners, MARTIN MEADOWLANDS, LLC, and DOUGLAS L. YEAGER owners of the hereinafter described real property, and files this their Petition with the Board of Supervisors of Madison County, Mississippi, to Rezone and Reclassify a parcel of real property.

I.

Petitioners seek to Rezone and Reclassify three (3) tracts of real property comprising approximately 72 acres, more or less, with said real property being situated in Section 9, Township 8 North, Range 2 East, Madison County, Mississippi, and more particularly described as follows, to wit:

See Composite Exhibit "A" attached hereto and incorporated herein for Legal Description.

Petitioners seek to Rezone and Reclassify the above described real property from its present Use District Classification of A-1 to C-2 Commercial.

II.

Petitioners have record title to the subject real property described in Composite Exhibit "A" as evidenced by Quitclaim Deed recorded in Book 484 at Page 380 in the office of the land records of the Chancery Clerk of Madison County, Mississippi. Only approximately 72 acres, more or less, of the total acreage contained in the attached Quitclaim Deed are subject to this Petition. A true and correct copy of said Quitclaim Deed is attached hereto and incorporated herein as Exhibit "B".

III.

A copy of the land ownership map of Madison County, Mississippi reflecting the real property to be Rezoned and Reclassified is attached hereto and incorporated herein as Composite Exhibit "C". A letter from Canton Municipal Utilities ("CMU") reflecting that CMU shall provide water, sewer and gas services to the subject property is attached hereto and incorporated herein as Exhibit "D".

IV.

The real property described in Composite Exhibit "A" consists of approximately 72 acres, more or less, is presently zoned A-1 and is currently undeveloped. The predominant uses in the immediate area consist of commercial and industrial uses. Petitioners seek to rezone these three (3) parcels of real property to a commercial district for the purpose of sale to potential developers and businesses. The subject properties are situated along the east and west sides of Calhoun Station Parkway, between Sowell Road Interchange and Stout Road. Petitioners submit that this property is ideally suited for commercial development based on the location and demand for commercial property in the Gluckstadt area.

V.

The Madison County Board of Supervisors and the taxpayers of Madison County have made a substantial investment in Calhoun Station, which was completed in 2012. Petitioners donated the property for the construction of the road through their property to Madison County. This donation included 10.8 acres, more or less, from the Petitioners. Calhoun Station Parkway was originally planned as a divided, 4-lane boulevard beginning at Gluckstadt Road and ending at Highway 22. A 100 foot Right-of-Way was secured, but the northern phase was scaled back to two (2) lanes for budget purposes in the short term, with future commercial development and corresponding increased tax base to assist in funding future improvements to the lane design. Commercial zoning and commercial development has progressed north from Gluckstadt Road to the Sowell Road interchange, as the character of the neighborhood changed.

VI.

The city of Canton has annexed the area around Sowell Road interchange on the west side of I-55, which was zoned C-2 Highway Commercial prior to annexation.

VII.

The Madison County Future Land Use Plan depicts "commercial" as the highest and best use for the subject property except for a very small portion of the Northern portion of the property which depicts "high density residential" as the highest and best use. Petitioners submit that the highest and best use for the properties subject to this Petition is in fact "commercial". Petitioners submit that "high density residential" is not the highest and best use in that the parcels of real property adjacent to and/or surrounding the subject tracts are all large agricultural tracts. The Madison County Comprehensive Plan, under commercial goals, states the objective is, "To

produce a desirable land use pattern by guiding the location and design of commercial development through proper planning and zoning of commercial sites.”

Policy 15 of The Madison County Comprehensive Plain states:

Commercial uses will be located in areas in close proximity to their service populations and will be deigned to produce an architecturally pleasing and harmonious business environment that will maintain property value over time.

Additionally, Policy 16 of the Madison County Comprehensive Plan states:

Madison County shall plan/zone commercial areas only along arterial streets, roads and the highways capable of handling the increased traffic loads generated by commercial land uses.

In the “How to Use This Plan” section of the Madison County Comprehensive Plan, the Plan provides in pertinent part, as follows:

The proponent or applicant for a zoning change must show that the proposed change is in conformance with the comprehensive plan, and Petitioners believe this Petition meets these requirements.

The subject property lies within CMU’s certificated service area. The necessary utilities will be installed as required by CMU engineers. No new roads or streets are planned or needed to develop the subject property as high quality commercial businesses. Offers to purchase parcels out of the subject property have been received. However, it is Petitioners’ intent to plan the development of this parcel, and seek input from Madison County Officials in order to achieve that intent. Petitioners are seeking C-2 Highway Commercial zoning, with strong covenants, to encourage first class commercial businesses along this section of Calhoun Station Parkway. The subject property complies with the Madison County Comprehensive Plan, with the Future Land Use Plan, a change in the character of the neighborhood, and a need for more commercial land in this area, all support the approval of this Petition. Petitioners have already established

appropriate covenants to ensure and govern that suitable commercial standards of architectural design, building construction and property sites add value to the surrounding area. The stated goals of these covenants are to develop desirable properties, preserve property values and increase the aesthetic beauty of said area.

VIII.

The Nissan plant is located within approximately two (2) miles of the subject property to be Rezoned and Reclassified. Additionally, at least 12 properties that abut or access Calhoun Station have been zoned to commercial. Consequently, this Rezoning and Reclassifying of Petitioner's real property would allow said property to be utilized for its highest and best use, that being C-2 Highway commercial development.

IX.

The Land Use and Transportation Plan of Madison County, Mississippi shows A-1 Agricultural District zoning classification for the parcels of real property described in Composite Exhibit "A". Petitioners request that this Board enter its Order thereby amending the Land Use and Transportation Plan of Madison County, Mississippi to reflect C-2 Highway Commercial zoning classification for said parcels of real property.

X.

Petitioners would show that with the establishment of the Nissan plant located within approximately two (2) miles of the subject property, the 12 properties that abut or access Calhoun Station which have been zoned to commercial, and with the commercial development that has been built and that is sure to continue to be built in the immediate area, that a change in the neighborhood has, and will continue to occur, and as such there is a public need for those commercial developments allowed under C-2 Commercial zoning

ordinances. Petitioners would show that the highest and best use for this parcel of real property is C-2 Commercial developments.

XI.

Petitioner would show that there is a public need to rezone and reclassify said parcel of real property to C-2 Commercial classification. Due to the establishment of the Nissan plant located within approximately two (2) miles of the subject property, the 12 properties that abut or access Calhoun Station which have been zoned to commercial, as well as the present and future growth expansion of such type of commercial developments in the area, there is a public need for commercial zoning such as those allowed under C-2 Commercial zoning ordinances.

XII.

Petitioner submits that this Rezoning and Reclassifying of Petitioner's real property would be a benefit to the surrounding area with the development of those commercial developments allowed under C-2 Highway Commercial zoning ordinances.

XIII.

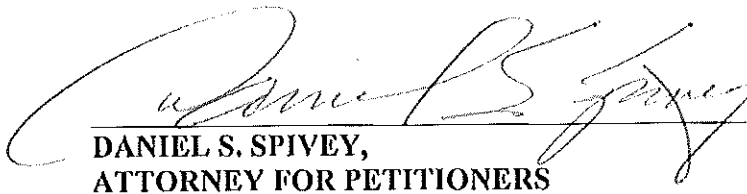
Petitioner would submit that numerous properties located within one (1) to two (2) miles of this subject property have been rezoned from their original zoning classification to Commercial Development Classification. Examples of such recent rezoning and reclassifications are set forth on the attached map showing the commercial development which has occurred from Gluckstadt Road north to Stout Road. A copy of the land ownership map of Madison County, Mississippi reflecting such commercial development is attached hereto and incorporated herein as Composite Exhibit "E".

WHEREFORE, PREMISES CONSIDERED, Petitioners respectfully requests this Petition to Rezone and Reclassify Real Property be received, and after due consideration, the Board of Supervisors of Madison County will enter an Order amending the Land Use and Transportation Plan of Madison County, Mississippi to reflect C-2 Highway Commercial zoning classification for the parcels which are the subject of this Petition.

FURTHER, Petitioners requests that the Board of Supervisors enter its Order Rezoning and Reclassifying the real property described in Exhibit "A" from A-1 Agricultural District to C-2 Highway Commercial zoning classification.

AND if mistaken in the relief sought, Petitioners requests this Honorable Board grant any general or specific relief to which Petitioners may, in these premises, be entitled.

Respectfully submitted, this the 31st day of July, 2017.


DANIEL S. SPIVEY,
ATTORNEY FOR PETITIONERS

OF COUNSEL:
DANIEL S. SPIVEY (MSB# 8609)
P. O. BOX 8
CANTON, MISSISSIPPI 39046
(601) 859-5251
dspivey7@netdoor.com

DESCRIPTION

A parcel or tract of land, containing 2.8692 acres (124,983.90 sq. ft.), more or less, lying and being situated in the SW ¼ of Section 9, T8N-R2E, Madison County, Mississippi, being a part of the Martin Meadowlands, LLC property as described in Deed Book 484 at Page 380 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at a found concrete monument lying at the SE corner of the SW ¼ of said Section 9, T8N-R2E, Madison County, Mississippi, said point also being and lying at the SE corner of the above referenced Martin Meadowlands, LLC property; run thence

South 89 degrees 35 minutes 00 seconds West (South 89 degrees 27 minutes 23 seconds West-Grid Bearing-State Plane, Mississippi West Zone) along the Southerly boundary of said Martin Meadowlands, LLC property for a distance of 821.98 feet to an iron pin lying at the SW corner of Tract 2 of the Madison County, Mississippi property as described in Deed Book 2566 at Page 759 of the Records of said Madison County, Mississippi, said point lying on the Westerly Right-of-Way of Calhoun Station Parkway, as it existed in July, 2017, and **POINT OF BEGINNING** of the herein described property; thence

North 00 degrees 09 minutes 38 seconds West (North 00 degrees 28 minutes 41 seconds West-Deed) along the Westerly boundary of said Madison County, Mississippi property, being the Westerly Right-of-Way of said Calhoun Station Parkway, for a distance of 251.55 feet to an iron pin, said point lying on the Southerly boundary of the First Baptist Church Ridgeland, Mississippi property as described in Deed Book 3430 at Page 270 of the Records of said Madison County, Mississippi; thence

Leaving the Westerly boundary of said Madison County, Mississippi property, run South 89 degrees 46 minutes 42 seconds West (South 89 degrees 39 minutes 05 seconds West-Grid Bearing-State Plane, Mississippi West Zone) along the Southerly boundary of said First Baptist Church, Ridgeland, Mississippi property for a distance of 494.89 feet to an iron pin lying on the Easterly boundary of the Joshua Asaka property as described in Deed Book 3125 at Page 334 of the Records of said Madison County, Mississippi; thence

Leaving the Southerly boundary of said First Baptist Church, Ridgeland, Mississippi property, run South 00 degrees 01 minutes 09 seconds East along the Easterly boundary of said Joshua Asaka property and the extension, thereof, for a distance of 253.24 feet to an iron pin lying on the Southerly boundary of the above referenced Martin Meadowlands, LLC property; thence

North 89 degrees 35 minutes 00 seconds East (North 89 degrees 27 minutes 23 seconds East-Grid Bearing-State Plane, Mississippi West Zone) along the Southerly boundary of said Martin Meadowlands, LLC property for a distance of 495.52 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

SUBJECT TO;

A non-exclusive utility and drainage easement, being twenty(20) feet in width, lying and being situated along, and adjacent to, the Southerly, Easterly and Northerly boundaries of the above described 2.8692 acre parcel or tract of land.

SUBJECT TO;

A non-exclusive utility and ingress-egress access easement, being sixty(60) feet in width, lying and being situated along, and adjacent to, the Westerly boundary of the above described 2.8692 acre parcel or tract of land.

INDEXING INSTRUCTIONS:
S9, T8N, R2E, Madison
Co., MS

BOOK 0484 PAGE 380

333145

PREPARED BY:
Jim B. Tohill
Watkins Ludlam Winter & Stennis, P.A.
P. O. Box 427
Jackson, MS 39205-0427

QUITCLAIM DEED

pd

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned **MEADOWLANDS MANAGEMENT, LLC, a Mississippi Limited Liability Company**, Grantor, does hereby quitclaim and convey all of its right, title, and interest unto **MARTIN MEADOWLANDS, LLC, a Mississippi Limited Liability Company**, Grantee, in and to the following described property situated in Madison County, Mississippi, to-wit:

A parcel of land containing 200.12 acres (8,717,153.88 square feet), more or less, (usable acres being 199.56, more or less), being situated in the South ½ of the Northwest ¼, the North ½ of the Southwest ¼, and the Southeast ¼ of the Southwest ¼ of Section 9, Township 8 North, Range 2. East, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at a concrete monument marking the Southeast corner of the Southwest ¼ of Section 9, said monument also marking the **POINT OF BEGINNING** for the parcel herein described; run thence North 00 degrees 11 minutes 21 seconds West for a distance of 3,960.00 feet; thence South 89 degrees 28 minutes 41 seconds West for a distance of 2,643.86 feet to a concrete monument marking the Southwest corner of the Northwest ¼ of the Northwest ¼ of Section 9; thence run along the western line of Section 9 South 00 degrees 13 minutes 45 seconds East for a distance of 2,640.95 feet; thence leave said section line and run North 89 degrees 21 minutes 19 seconds East for a distance of 1,323.17 feet; thence South 00 degrees 14 minutes 09 seconds East for a distance of 1,322.37 feet to the South line of Section 9; thence run along said section line North 89 degrees 27 minutes 23 seconds East for a distance of 1,317.80 feet to the Point of Beginning.

It is the intention of the Grantor to convey and it does hereby convey unto Grantee all of its right, title, and interest in and to the property described in Warranty Deed recorded in Book 484 at Page 380, whether or not correctly described hereinabove.



Grantee assumes ad valorem taxes for the current and subsequent years.
WITNESS THE SIGNATURES of the undersigned, this the 3rd day of
March, 2001.

MEADOWLANDS MANAGEMENT, LLC, a
Mississippi Limited Liability Company

BY:

W. Gary Hawkins
W. GARY HAWKINS, Co-Manager & Member

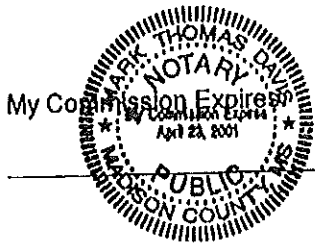
Mark J. McCreery
MARK J. McCREERY, Co-Manager & Member

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 3rd day of March, 2001, within my jurisdiction, the within named W. GARY HAWKINS and MARK J. McCREERY, Co-Managers and Members, respectively, of the within named MEADOWLANDS MANAGEMENT, LLC, a Mississippi Limited Liability Company, who acknowledged to and before me that they executed and delivered the above and foregoing instrument.

W. Thomas
NOTARY PUBLIC



GRANTOR'S ADDRESS & PHONE NO.

P. O. Box 55725
Jackson, MS 39296-5725
(601) 981-1003

GRANTEE'S ADDRESS & PHONE NO.

P. O. Box 55725
Jackson, MS 39296-5725
(601) 981-1003

615921 U10775-07730

STATE OF MISSISSIPPI, COUNTY OF MADISON



I certify that the within instrument was filed for record in my office this 6 day of April, 2001, at 9 o'clock a M., and was duly recorded on the APR 06 2001, Book No. 484, Page 380.

STEVE DUNCAN, CHANCERY CLERK

BY: S. Cole D.C.

BOOK 3505 PAGE 672 DOC 01 TY W
INST # 917515 MADISON COUNTY MS.
This instrument was filed for
record 7/31/17 at 8:39:07 AM
RONNY LOTT, C.C. BY: KAA D.C.

Prepared by:
Albert Bozeman White, Esq.
204 Key Drive, Suite A
Madison, MS 39110
Tel. (601) 856-5731

Return to:
Albert Bozeman White, Esq.
204 Key Drive, Suite A
Madison, MS 39110
Tel. (601) 856-5731

101-5⁰²
PS

STATE OF MISSISSIPPI
COUNTY OF MADISON

WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF Ten & 00/100 (\$10.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor,

MARTIN MEADOWLANDS, LLC,
a Mississippi limited liability company,
Post Office Box 2175, Jackson, MS 39225-2175
Tel. (601) 918-0742

does hereby sell, convey, and warrant unto Grantee,

DOUGLAS L. YEAGER
111 Davis Road Cove, Terry, MS 39170
Tel. (601) 953-5003

the following described real property lying and being situated in Madison County, Mississippi, to-wit:

INDEXING INSTRUCTIONS: In SW¼ of Section 9, T8N-R2E, Madison County, MS

A parcel or tract of land, containing 2.8692 acres (124,983.90 sq. ft.), more or less, lying and being situated in the SW ¼ of Section 9, T8N-R2E, Madison County, Mississippi, being a part of the Martin Meadowlands, LLC property as described in Deed Book 484 at Page 380 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton,

Mississippi, and being more particularly described as follows:

COMMENCING at a found concrete monument lying at the SE corner of the SW ¼ of said Section 9, T8N-R2E, Madison County, Mississippi, said point also being and lying at the SE corner of the above referenced Martin Meadowlands, LLC property; run thence

South 89 degrees 35 minutes 00 seconds West (South 89 degrees 27 minutes 23 seconds West-Grid Bearing-State Plane, Mississippi West Zone) along the Southerly boundary of said Martin Meadowlands, LLC property for a distance of 821.98 feet to an iron pin lying at the SW corner of Tract 2 of the Madison County, Mississippi property as described in Deed Book 2566 at Page 759 of the Records of said Madison County, Mississippi, said point lying on the Westerly Right-of-Way of Calhoun Station Parkway, as it existed in July, 2017, and **POINT OF BEGINNING** of the herein described property; thence

North 00 degrees 09 minutes 38 seconds West (North 00 degrees 28 minutes 41 seconds West-Deed) along the Westerly boundary of said Madison County, Mississippi property, being the Westerly Right-of-Way of said Calhoun Station Parkway, for a distance of 251.55 feet to an iron pin, said point lying on the Southerly boundary of the First Baptist Church Ridgeland, Mississippi property as described in Deed Book 3430 at Page 270 of the Records of said Madison County, Mississippi; thence

Leaving the Westerly boundary of said Madison County, Mississippi property, run South 89 degrees 46 minutes 42 seconds West (South 89 degrees 39 minutes 05 seconds West-Grid Bearing-State Plane, Mississippi West Zone) along the Southerly boundary of said First Baptist Church, Ridgeland, Mississippi property for a distance of 494.89 feet to an iron pin lying on the Easterly boundary of the Joshua Asaka property as described in Deed Book 3125 at Page 334 of the Records of said Madison County, Mississippi; thence

Leaving the Southerly boundary of said First Baptist Church, Ridgeland, Mississippi property, run South 00 degrees 01 minutes 09 seconds East along the Easterly boundary of said Joshua Asaka property and the extension, thereof, for a distance of 253.24 feet to an iron pin lying on the Southerly boundary of the above referenced Martin Meadowlands, LLC property; thence

North 89 degrees 35 minutes 00 seconds East (North 89 degrees 27 minutes 23 seconds East-Grid Bearing-State Plane, Mississippi West Zone) along the Southerly boundary of said Martin Meadowlands, LLC property for a distance of 495.52 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

Being part of the same property described in Quitclaim Deed recorded in Deed Book 484, at Page 380, of the land records of Madison County, Mississippi.

SUBJECT TO AND RESERVED UNTO AND RETAINED BY GRANTOR:

A non-exclusive utility and drainage easement, being twenty(20) feet in width, lying and

being situated along, and adjacent to, the Southerly, Easterly and Northerly boundaries of the above described 2.8692 acre parcel or tract of land.

SUBJECT TO AND RESERVED UNTO AND RETAINED BY GRANTOR:

A non-exclusive utility and access easement, being sixty(60) feet in width, lying and being situated along, and adjacent to, the Westerly boundary of the above described 2.8692 acre parcel or tract of land, as more particularly set out as follows:

Grantor does hereby except from this conveyance and reserve unto itself, and its successors and assigns, a non-exclusive, permanent sixty foot (60') access easement along the western boundary of the Subject Property, said easement being more particularly described on Exhibit B attached and made a part hereof (the "Easement"). The Easement is for the benefit of Grantor, and its successors and assigns, and Grantor's remaining property commonly referred to as the "Martin Meadowlands" development. The Easement may be assigned and conveyed by Grantor to other parties and may be used for purposes of access, ingress and egress and the construction, maintenance and delivery of utilities as may be necessary or convenient for the use or development of the Martin Meadowlands property and other property as may be owned by Grantor. There is currently located on and within the Easement area a gravel road. Grantor shall have the right to construct, at its own expense, a permanent, asphalt road within the Easement area. Grantee shall have no obligation or responsibility for repair or maintenance of the Easement area, or any roadway located thereon, unless it elects to use said roadway, in which case Grantor, or all its successors and assigns, and Grantee shall mutually and equally maintain that portion of said road crossing Grantee's property, and the cost thereof.

This conveyance is also subject to the following, to-wit:

1. Subject to ad valorem taxes for the year 2017, and thereafter, for Madison County, Mississippi. It is understood and agreed that taxes for the year 2017 have been prorated as of this date on an estimated basis with Grantor to pay 2017 taxes in full when due. When said taxes are actually determined, if the proration is incorrect, then the Grantee agrees to pay to the Grantor any deficit on an actual proration; and likewise, the Grantor agrees to pay to the Grantee any amounts overpaid.
2. Subject to all applicable zoning ordinances and regulations of Madison County, Mississippi, and subdivision or deed restrictions and covenants of record.
3. Subject to Declaration of Covenants, Conditions and Restrictions for Martin Meadowlands dated 12/30/16, filed 12/30/16, and recorded at Book 3430, Page 278, and as corrected and re-recorded.
4. Subject to any prior reservations and leases of oil, gas and/or other minerals, if any. Further, Grantor assigns its rights under any oil, gas and/or other mineral leases executed by it to Grantee.
5. Subject to Agreement for Temporary 20' Access Easements along existing gravel road, recorded at Book 3337, Page 269, expiring May 1, 2018.
6. Subject to roadway and temporary construction easement to Madison County, Mississippi,

recorded at Book 2566, Page 759, along the East side of the subject property.

EXECUTED, this the 28th day of July, 2017.

MARTIN MEADOWLANDS, LLC, a Mississippi limited liability company

BY: MEADOWLANDS MANAGEMENT, LLC, a Mississippi limited liability company, Manager

BY: *W. Gary Hawkins*
W. GARY HAWKINS, Member and Manager

BY: McCREERY FAMILY, LLC, Member & Manager

BY: MJM CONSULTING GROUP, INC., as Manager

BY: *[Signature]*
MARK J. McCREERY
ITS: PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF MADISON

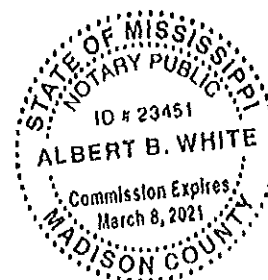
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, the within named, W. GARY HAWKINS, who acknowledged that he is a Member and Manager of MEADOWLANDS MANAGEMENT, LLC, Manager of MARTIN MEADOWLANDS, LLC, a Mississippi limited liability company, and that for and on behalf of said company and as its act and deed, he signed and delivered the above and foregoing instrument of writing on the day and year and for the purposes therein mentioned, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 28th day of July, 2017.

Albert B. White
NOTARY PUBLIC

MY COMMISSION EXPIRES:

3/8/2021



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said county and state, the within named, MARK J. McCREERY, who acknowledged that he is President of MJM CONSULTING GROUP, INC., a Mississippi corporation, Manager of McCREERY FAMILY, LLC, the Manager and Member of MARTIN MEADOWLANDS, LLC, a Mississippi limited liability company, and that for and on behalf of said company and as its act and deed, he signed and delivered the above and foregoing instrument of writing on the day and year and for the purposes therein mentioned, after first having been duly authorized so to do.

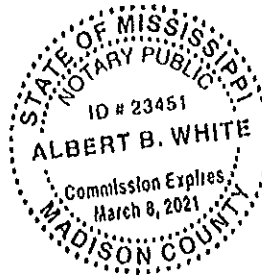
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 28th day of July, 2017.

Albert B. White
NOTARY PUBLIC

MY COMMISSION EXPIRES:

3/8/2021

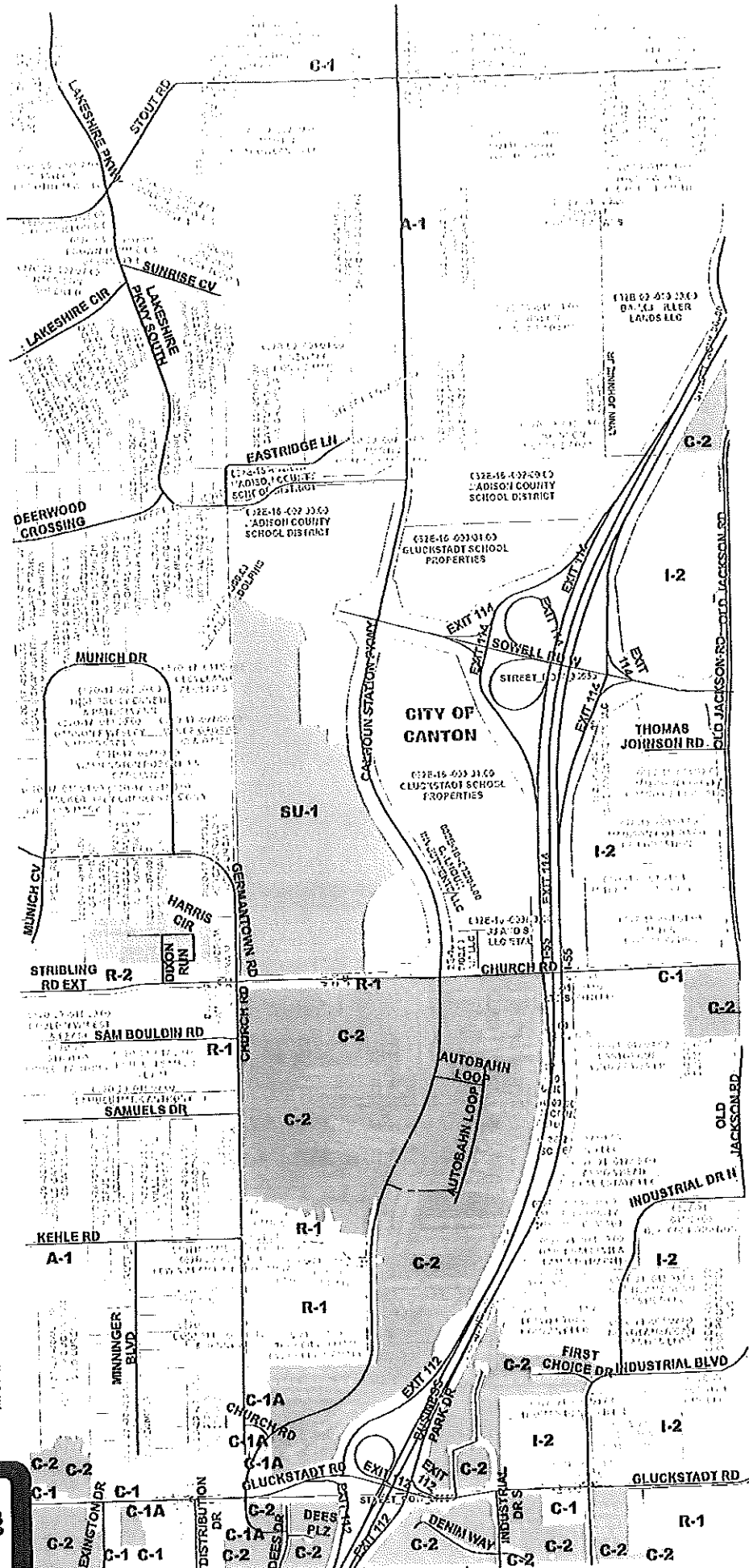
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MADISON COUNTY, MS

MUNICIPAL DIVTS
ZONING
ZONE

- A-1
- C-1
- C-1A
- C-2
- NHP
- PURD
- R-1
- R-1A
- R-2
- R-3
- R-5
- TIP
- I-2
- SU-1



Madison County GIS
EXHIBIT Composite
11C 11



**ZONING EXHIBIT
FOR
MARTIN MEADOWS LANDS, LLC PROPERTY**

SITUATED IN THE NW 1/4 & SW 1/4 OF SECTION 9,
T8N-R22-W03S, MOBILE COUNTY, MS



Houn Pkwy

Lakeshire Parkway

Callhoun Industrial Parkway

Stout Rd

Fishing Pkwy



Callhoun Industrial Parkway

MARTIN MEADOWS LANDS, LLC
SITUATED IN THE NW 1/4 & SW 1/4 OF SECTION 9,
T8N-R22-W03S, MOBILE COUNTY, MS

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SITUATED IN THE NW 1/4 & SW 1/4 OF SECTION 9,
T8N-R22-W03S, MOBILE COUNTY, MS

Stout Rd

Stout Rd

Stout Rd

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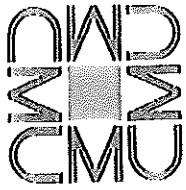
Stout Rd

Stout Rd

Stout Rd

Stout Rd

Stout Rd



CANTON MUNICIPAL UTILITIES
"Where Utilities Power Possibilities"

July 28, 2017

Danny Spivey

RE: Martin Meadowlands, I.I.C. Property on Calhoun Pkwy.

Dear Mr. Spivey,

Canton Municipal Utilities will be the service provider for water, sewer, and gas along Calhoun Parkway for the Martin Meadowlands, I.I.C. Project.

We look forward to working with you on this project.

Sincerely,

Logan Hale
Engineering Coordinator
601-855-5463 (office)
731-402-6656 (cell phone)
l.hale@cmu.com (email)

CC: Larry Feduccla; Don Holtsinger

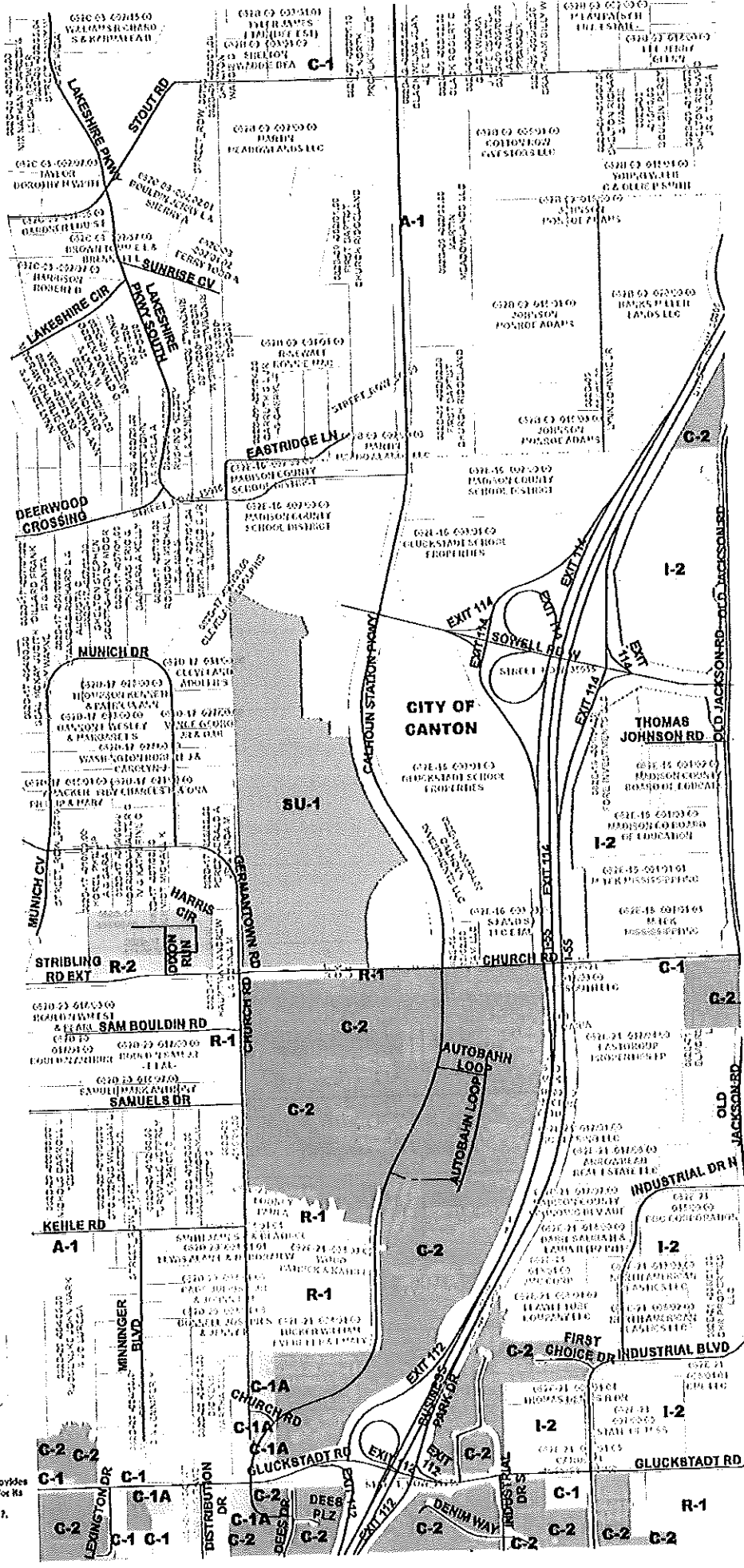


MADISON COUNTY, MS

MUNICIPAL LIMITS

ZONING
ZONE

- A-1
- C-1
- C-1A
- C-2
- MHP
- PURO
- R-1
- R-1A
- R-2
- R-3
- R-5
- TIP
- I-2
- SU-1



Madison
County
GIS

**EXHIBIT
COMPOSITE
"E"**

Provides
for its
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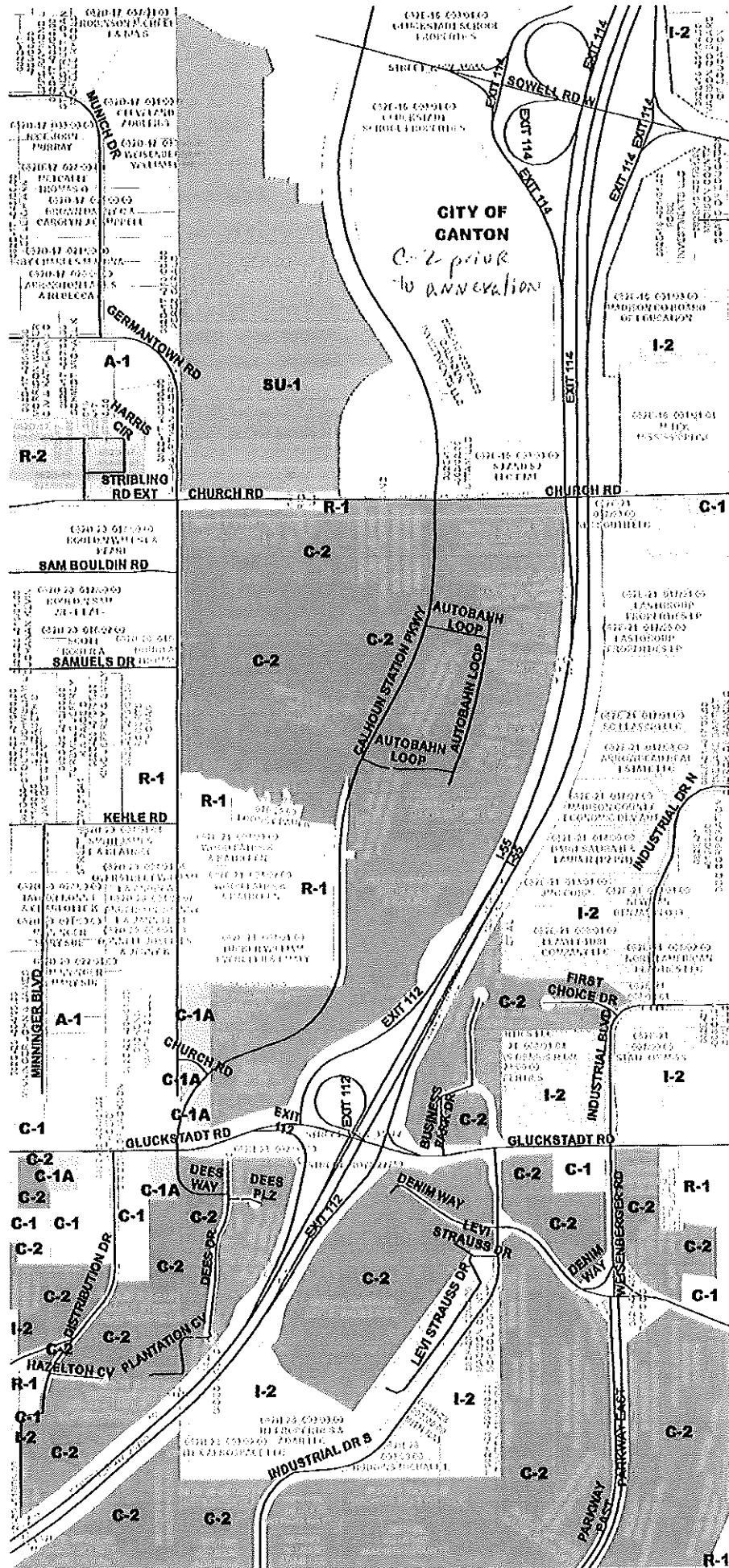
MADISON COUNTY, MS

MUNICIPAL LIMITS

ZONING

ZONE

- A-1
- C-1
- C-1A
- C-2
- MHP
- PURD
- R-1
- R-1A
- R-2
- R-3
- R-5
- TIP
- I-2
- SU-1



Madison
County
GIS

Madison County and all affiliates provides no warranty nor assumes liability for its content and/or accuracy.
Key Title - Print date 07/31/2017.

BOOK 3430 PAGE 278 DOC 14 TY W
INST # 603244 MADISON COUNTY MS.
This instrument was filed for
record 12/30/16 at 4:29:02 PM
RONNY LOTT, C.C. BY: ILB D.C.

BOOK 3905 PAGE 651 DOC 14 TY W
INST # 607113 MADISON COUNTY MS.
This instrument was filed for
record 12/17/16 at 9:17:11 PM
RONNY LOTT, C.C. BY: ILB D.C.

PREPARED BY AND RETURN TO:
Martin Meadowlands, LLC
P.O. Box 2175
Jackson, MS 39225
Telephone: 601.213.0414

DECLARANT:
Martin Meadowlands, LLC
P.O. Box 2175
Jackson, MS 39225
Telephone: 601.213.0414

FBCR:
First Baptist Church, Ridgeland, Mississippi
302 West Jackson Street
Ridgeland, MS 39157
Telephone: 601.856.6139

Indexing Instructions: NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 9, T8N, R2E, Madison County, MS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARTIN MEADOWLANDS

This Declaration of Covenants, Conditions and Restrictions For Martin Meadowlands ("Declaration") is made on this the 30th day of December, 2016, by Martin Meadowlands, LLC, a Mississippi limited liability company ("Declarant"), and First Baptist Church, Ridgeland, Mississippi, a Mississippi non-profit corporation ("FBCR").

The Declarant desires to create and develop on the property as described in Exhibit A attached hereto ("the Property") a commercial, recreational and residential center where it is desirable to locate commercial, residential, recreational and other life style operations, subject to strict covenants and regulations. The purpose of this Declaration is to govern the types of uses within the Property in order or protect Owners against nuisance created by undesirable neighbors and to insure, as far as is reasonably possible, the development of a desirable commercial and residential area, the preservation of property values, and the increase of the aesthetic beauty. The Declarant desires to provide for the preservation of the values and amenities in, and the enhancement of Martin Meadowlands. Therefore, Declarant desires to subject the Property, including any and all

21
18

Improvements now or hereafter constructed on the Property, to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, and charges contained in this Declaration which individually and collectively are for the benefit of the Property, each Owner and Declarant.

The Owners listed hereinabove with Declarant each own a parcel of land located within the Property and desire to join in this Declaration and to subject their properties to the covenants, conditions, restrictions, uses, limitations, obligations, easements, servitudes, and charges contained in this Declaration.

Now, therefore, Declarant and the other Owners listed above declare that the Property is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used, occupied, hypothecated or encumbered, and improved subject to the provisions of this Declaration which (i) are agreed and declared to be beneficial for and in aid of the development of the commercial and industrial park and the improvements of the Property, (ii) shall be deemed to run with and bind the Property, and (iii) shall inure to the benefit of and be enforceable by Declarant, its successors and assigns, and each Person who has or acquires any interest in any portion of the Property or the improvements on the Property, and any Owner.

ARTICLE I. DEFINITIONS

Section 1.01. Definitions. For all purposes of this Declaration, the following words and terms shall have the meanings assigned in this Section 1.01 unless otherwise specified or the context requires a different construction.

"Additional Property" shall mean additional property located adjacent to or in proximity with the Property that may be, from time to time, added by Declarant by amendment or supplement hereto.

"Architectural Review Committee" shall mean and refer to Declarant or the committee appointed by Declarant to approve exterior and structural improvements, additions, landscaping and changes within the Development as provided hereinafter.

"Common Facilities" shall mean all the improvements constructed within the Property for the common use, benefit and enjoyment of the Owners or certain items or improvements which shall be jointly maintained or the cost thereof shared by the Owners, as further specified herein.

"Declarant" shall mean Martin Meadowlands, LLC, a Mississippi limited liability company.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Martin Meadowlands as supplemented from time to time.

"Developer" means Declarant and each Person who is a successor in title to or acquires a fee simple interest from Declarant with respect to any Lot, and who with Declarant's permission is engaged in the business of the development, improvement and sale of any Lot, including the construction and sale of a building and related improvements or appurtenances on any Lot.

"Guidelines" shall mean the Architectural Guidelines which may from time to time be adopted by Declarant or the Architectural Review Committee, as a part of these covenants to serve as a reference tool and decision-making guide for the proper development and construction of all improvements on Lots and Property in Martin Meadowlands. No such guideline, statement, criteria or the like shall be construed as a waiver of the provisions of any other provision or requirement of this Declaration.

"Invitees" shall mean an Owner's tenants, guests, patrons, employees or other guests or invitees.

"Lot" shall mean each parcel, plot or tract of land constituting a portion of the Property which is intended to be improved with a building or similar structure, and which is sold as a separate parcel or tract of the Property.

"Owner" shall mean the record holder, whether one or more Persons, of a fee or undivided fee interest in or to any Lot, including contract sellers, but excluding those Persons who hold an interest in a Lot merely as security for the performance of an obligation or payment of a debt.

"Person" shall mean an individual, a corporation, a general or limited partnership, an association, a limited liability company, a trust, an estate or any other legal entity.

"Plans" shall mean the plans and specifications required under Article IV hereof as prepared by duly licensed professionals and shall include, but not be limited to, detailed construction plans and specifications for buildings and other improvements, site plans, drainage plans and a landscape plan.

"Plat" shall mean the subdivision map(s) or plat(s) of the Property which may be filed for record in the office of the Chancery Clerk of Madison County, Mississippi. Declarant shall determine in its sole discretion whether or not it is necessary or appropriate to file a Plat of the Property. If either Declarant or governmental officials request that a Plat of the Property be filed, then all Owners pledge and agree to execute such Plat and to otherwise cooperate with its filing. Declarant may choose to develop the Property in phases or stages, and as such may file multiple Plats for the Property.

"Property" shall mean all real property situated in Madison County, Mississippi, which is described in Exhibit A, and all additions thereto which by annexation in accordance with the

terms and provisions of this Declaration are subject to the covenants and restrictions of this Declaration.

"FBCR Lot" shall mean the approximate 40 acre area described on Exhibit B as "Park / Ballfields," which description is for identification purposely only and shall not be interpreted as a covenant, condition, restriction or requirement with respect to the use of such area.

"Supplement" means any amendment, modification, change or restatement of or to this Declaration.

ARTICLE II. PROPERTY SUBJECT TO DECLARATION

Section 2.01. The Property. The real property which is and shall be owned, leased, held, transferred, assigned, sold, conveyed, rented, used occupied, hypothecated or encumbered, and improved subject to this Declaration is the Property which is located in Madison County, Mississippi, and is more particularly described in Exhibit A and such portions of Additional Property which may be annexed to the Property from time to time as provided by Section 2.02

Section 2.02. Annexation of Additional Property. At any one or more times prior to December 31, 2021, and without the assent of any other Owners, Declarant, or any other person with the written assent of Declarant, shall have the right, privilege or option to annex to the Property any portion of or all of the Additional Property. Any such annexation shall have the effect of making the annexed property part of the Property and extending the scheme of the within covenants and restrictions to such annexed property. However, no such annexation shall occur until same has been accomplished in the manner herein prescribed hereof.

ARTICLE III. INSURANCE

Section 3.01. Each Owner shall insure its building and other improvements on its Lot at all times for full replacement value against losses due to hazards which may be insured or covered under extended coverage provisions, including fire, windstorm, hail explosion, riot, civil commotion, aircraft, vehicles, and smoke, and other hazards, and shall upon request furnish Declarant proof of such coverage. In every case of a loss due to any of these hazards, each Owner, by accepting title to such Owner's Lot, does hereby covenant with Declarant and all Owners of Lots that such Owner shall promptly repair or rebuild his improvements from the insurance proceeds and if such proceeds are insufficient, from such Owner's personal funds. Repair or reconstruction of the improvements as used here shall mean restoring the improvements to substantially the same condition which existed prior to the damage. To the extent that the FBCR Lot is used primarily as a recreational area with athletic fields, parks, walking trails, playground areas, trees and/or other amenities, this obligation to rebuild does not apply to the FBCR Lot.

Section 3.02. Each Owner shall be responsible at its own expense and cost for its own personal insurance on the contents of his building and other improvements, including furniture, fixtures, equipment, decorations, furnishings and personal property in or on such building or the other improvements, and his personal property stored elsewhere on his Lot or the Property, and for his general liability insurance.

ARTICLE IV. **ARCHITECTURAL CONTROL**

Section 4.01. Establishment of the Architectural Review Committee. There is hereby established the Martin Meadowlands Architectural Review Committee (referred to herein as "Architectural Review Committee"). The Architectural Review Committee shall consist of Declarant or at Declarant's option be appointed by Declarant, as long as Declarant owns of record any portion of the Property. Thereafter, the Architectural Review Committee shall be elected by a majority of the voting units of the Owners, with each one having one voting unit for each square foot of the Property it owns.

Section 4.02. Architectural Review Committee. After Declarant has sold all of the Property, the Architectural Review Committee shall consist of not less than three nor more than five individuals who shall be elected by a majority of the voting units of the Owners and who may be but are not required to be Owners. Each Owner shall have one voting unit for each square foot of the Property it owns. If Declarant chooses to appoint the Architectural Review Committee during the time period within which it owns any of the Property, the members so appointed shall serve at the pleasure of Declarant and may be removed at any time by Declarant with or without cause. The affirmative vote of a majority of the members of the Architectural Review Committee shall be required to make any finding, determination, ruling or order or to issue any permit, consent, approval or disapproval under this Declaration, and the approval or disapproval of all or any portion of any Plans.

Section 4.03. General Requirements for Plans. No improvement, including, but not limited to, buildings, fences, walls or other structures, and no exterior addition, change or alteration to any improvement, including any change or alteration of color, and no site or landscaping work (including staking, clearing, excavation, grading, and tree removal) shall be commenced, erected, constructed, placed, altered, moved, maintained or permitted to remain on any portion of the Property, including any Lot, until after compliance with the review process of this article and approval of the Plans by the Architectural Review Committee. Any Developer or other builder, including any Owner or lessee of a Lot, shall not remodel or alter existing improvements on any Lot until approval has been granted by the Architectural Review Committee in accordance with the review process of this article.

Published codes and regulations to be complied with in the design shall include the following:

Southern Standard Building Code;
Southern Standard Plumbing Code;

Southern Standard Gas Code;
Southern Standard Mechanical Code;
National Electrical Code;
Flammable and Combustible Liquids Code; and

Any other published codes pertinent to a particular industry, together with approval obtained from the Mississippi Pollution Control Bureau and U.S. Environmental Protection Agency, if required by a particular industry.

As indicated above, prior to construction or alteration of any building or improvement on a building lot, two (2) sets of Plans for such building or alteration shall be submitted to the Architectural Review Committee. Written approval of such Plans by the Architectural Review Committee Owner shall be proof of compliance; however, if the Architectural Review Committee fails to approve or disapprove such Plans within forty five (45) days after such Plans have been submitted, such approval shall not be required. The Plans shall be drawn to a scale not greater than one (1) inch equals fifty (50) feet and shall show the following:

all lot line dimensions;
building set back, side line and rear yard distances;
location of all proposed buildings;
location of off-street parking areas with dimensions showing parking spaces, access drives, traffic circulation, and the location and description of any lighting in connection with the parking area, including the dimensions of all loading and unloading docks and area;
location and description of all proposed signs;
types of surface paving and curbing;
storm drainage facilities and means of disposal storm water;
all landscaping, fences, walls, or similar facilities to be provided;
location of all structures within 100 feet of property line;
the specific types of materials to be used in construction; and
a timeframe for the construction of the improvements.

If the Plans are rejected by the Architectural Review Committee, the applicant shall remedy any and all objectionable items in the Plans prior to further consideration.

Section 4.04. Required Conditions.

Setbacks. Front setback on all buildings shall be a minimum of fifty (50) feet from the front Lot line bordering on any street. Building setback from adjoining Lot or property line shall be a minimum of twenty-five (25) feet, so that access to the rear of buildings can be maintained for fire protection.

Accessory Buildings. Accessory buildings shall be located at least twenty-five (25) feet from the principal building.

Exterior Walls. The exterior walls of all buildings erected on the Property shall be of masonry construction or other generally accepted permanent material approved by the Architectural Review Committee. Bright or loud colors shall not be permitted on any siding. All office or "office-type" buildings must be constructed with masonry front and side walls.

Maximum Building Coverage and Building Location. The total floor area of all buildings shall not exceed fifty percent (50%) of the total Lot area. In addition, only office or "office-type" buildings shall face or front on the road. Such office buildings must be of higher quality construction than other buildings located on the Lot and must be aesthetically pleasing and in conformity with the other buildings or improvements already in existence and located on the Property.

Storage. All materials and equipment shall be stored in completely enclosed buildings or shall otherwise be screened by such wall, fences and landscaping as may be determined by the Architectural Review Committee to adequately screen such materials and equipment from area outside the Lot boundaries. In particular, no outside storage of materials and equipment shall be visible from Stout Road or Calhoun Station Parkway.

Landscaping. Each Owner shall attractively landscape that portion of its Lot between buildings and curb lines of abutting streets and shall remove undergrowth, weeds, debris and any other unsightly materials from the remainder of the Lot at its expense. Each Owner shall maintain its landscaping in a safe, clean and attractive condition and comply in all respects with all applicable government, health, fire and police requirements and regulations. During the growing season, the grass shall be mowed regularly, with a minimum of twice a month. A permanent lawn shall be established within six (6) months of construction completion. Should the Architectural Review Committee find any Owner negligent in this regard, it may give notice of the fact to the offending party. Within ten (10) days of receipt thereof, said party shall initiate corrective measures. Effective disregard of notice shall give the Architectural Review Committee a right to enter the offending premises and undertake necessary maintenance at the expense of the Owner. Failure to reimburse the Architectural Review Committee for these services within forty-five (45) days after billing shall entitle the Architectural Review Committee to a lien against the Lot in question for the cost of the maintenance or work, all costs of collection and accrued interest at the maximum rate allowed by law. Said lien shall be filed in the land records of the office of the Chancery Clerk and shall be subject to foreclosure or other collection in the manner of other such similar liens or encumbrances.

Trees. Each Owner shall exert its best efforts to preserve the natural beauty of its Lot, and, in this regard, shall not needlessly destroy or remove live trees, other than those in an area where construction will take place. Where possible, at parking lots and entrances, trees or shrubs shall be provided by the Owner.

Fencing. No fencing shall be allowed along any portion of a Lot which fronts on Stout Road or Calhoun Station Parkway or in front of any office building which fronts on Stout Road or Calhoun Station Parkway. Fencing is allowed (and in some instances required) in other areas in accordance with approved Plans and subject to such rules and regulations regarding same which may be promulgated by the Architectural Review Committee.

Property Maintenance Prior to any Construction. Each Owner prior to construction shall ensure that the Lot is kept maintained through a regular mowing program that should include not less than four mowing per growing season. In addition, prior to construction, no vehicles or other items shall be stored on the Lot and trash, garbage or other debris shall be regularly picked up by the Owner.

Off Street Parking and Access. Any Lot located adjacent to Calhoun Station Parkway shall have and provide parking for its office building via Calhoun Station Parkway only. No parking or loading shall be permitted on any street or road, either public or private, or any other place than the paved parking or loading areas provided in accordance with the following and each Owner shall be responsible for compliance by its employees and visitors.

Location. Off-street parking areas shall be located at least fifteen (15) feet from any public street and at least ten (10) feet from a building or property line. No more than 50% of the required front yard may be used for parking.

Paving. All driveways and parking areas shall be hard surfaced concrete, brick or asphalt and shall include adequate drainage facilities to dispose of all storm water. Any parking lot with a surface area in excess of one acre shall contain landscaped islands, unless the area is screened from public view.

Permitted Usage. Off-street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property. No commercial repair work or service work of any kind shall be conducted on any parking area which is visible from a street, road or highway.

Lighting. Area lighting shall be arranged so that the direct source of lighting is away from the streets and roads and any retail or office districts.

Loading and Unloading. Adequate loading and unloading space shall be provided for each Owner and shall be located in an area of the Lot other than the front yard.

Building Foundation. The finished floor elevation of all buildings containing materials subject to damage by flooding shall be above the 100 year flood elevation as projected by the U.S. Geological Survey.

Section 4.05. Disclaimer. Declarant, the Architectural Review Committee, and each member of the Architectural Review Committee shall not be liable to any Owner or to any other Person on account of any claim, liability or expense suffered, incurred or paid by or threatened against such Owner or other Person arising or resulting from or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities, whether given, granted or withheld. No approval of Plans and no publication of architectural standards or bulletins shall be

construed either to represent, guarantee or imply that such Plans or architectural standards will result in a properly designed building or other improvement, or to represent, guarantee or imply that any building or other structure or improvement will be built or constructed in a good, workmanlike manner. Approval of any particular Plans shall not be construed as a waiver of the right of the Architectural Review Committee to disapprove all or any portion of the Plans if such Plans are subsequently submitted for use in any other instance.

Section 4.06. Rules and Regulations. From time to time the Architectural Review Committee may (i) adopt and promulgate such rules and regulations regarding the construction or alteration of any structure or improvement and the form and content of Plans to be submitted to the Architectural Review Committee for review and approval or disapproval, and (ii) publish and/or file for record such statements of policy, standards, guidelines, and establish such criteria relating to architectural styles or details, colors, size, set-backs, materials or other matters relating to architectural control, protection of the environment, including the use and application of fertilizers, pesticides and other chemicals, and the preservation of such aesthetic values and characteristics and amenities, as may be considered necessary and appropriate. No such rules, regulations, statements or criteria shall be construed as a waiver of any provision of this article or any other provision of requirement of this Declaration.

Section 4.07. Limitations. Construction in accordance with approved Plans shall be commenced within six (6) months after approval, whether by affirmative action or by forbearance from action, and shall be substantially completed either within eighteen (18) months after construction commences, or within such other period as the Architectural Review Committee shall specify in the approval of the Plans. If construction is not commenced or is not completed as required, then approval of the Plans shall be conclusively deemed to have lapsed and compliance with the provisions of this article shall be required again. Notwithstanding anything herein to the contrary, this Section 4.07 shall not apply to the FBCR Lot.

ARTICLE V. **EASEMENTS**

Section 6.01. Utility Easements. Declarant and each utility providing service to the Property shall have and is granted or reserved non-exclusive easements and rights-of-way in through, across, on, over and under the portions of the Property which are not improved with buildings or other structures, including full rights of ingress and egress, for the installation, operation, use, maintenance, repair and removal of utilities and drainage facilities. All utilities services shall be installed and maintained underground on each individual lot with the exception of Entergy electrical service lines that will run in easement areas on the Property, to include, but not be limited to adjacent to Calhoun Station Parkway, Stout Road and on the eastern side of the entire property area.

Section 6.02. Damage from Ingress and Egress. The rights of Declarant or any utility provider upon any Lot for the purposes permitted or contemplated by this article shall be exercised with as little inconvenience to the Owner as reasonably practical, and all physical damage to any Lot or improvement on a Lot resulting therefrom or caused thereby shall be promptly repaired and restored. Said repairs will be at the expense of the party causing the damage. Except in an emergency, the right of Declarant or any utility provider to enter upon a Lot shall be conditioned upon providing reasonable prior advance written notice to the Owner as

to the time and manner of entry. To the extent reasonably practical, all utility and drainage facilities shall be placed in such locations as approved by the Owner of the affected Lot.

ARTICLE VI.
PERMITTED AND PROHIBITED USES

Section 7.01. Permitted Uses. Any individual warehouse, office building, residential home site, church, pre-school, nursing home/assisted living facility or commercial business establishment is permitted on the Property; but no Lot, land, premises, place or building shall be used and no building or structure shall be erected or placed which is arranged, intended or designed to be used for any purpose or business which is considered dangerous or unsafe, or which constitutes a nuisance, or which is noxious or offensive because of emission of dust, odor, gas, smoke, fumes or noise.

Section 7.02. Prohibited Uses. No Lot or building shall be used or occupied which does not conform to the provisions set forth herein. In addition the following uses are specifically prohibited:

- commercial incineration;
- junkyards;
- rubbish, garbage or trash dumps;
- outside storage, unless in conformance with the appropriate section herein;
- bowling alley;
- skating/roller rink;
- adult book store, adult theatre, adult amusement facility, or any facility selling or displaying pornographic materials or having such displays;
- second hand or liquidation store, auction house, or flea market;
- blood bank;
- massage parlor (excluding a day spa with massage and similar offerings to its customers);
- funeral home;
- the outdoor housing or raising of animals;
- the sale, leasing or storage of automobiles, boats or other vehicles
- any mining or mineral exploration or development except by non-surface means;
- a carnival, amusement park or circus;
- off track betting establishment;
- bingo hall;
- any use involving the use, storage, disposal or handling of hazardous materials (excluding medical wastes) or underground storage tanks;
- any use which may require water and sewer services in excess of the capacities allocated to the Lots by any governmental authority; or
- any facility for the sale of paraphernalia for use with illicit drugs.

ARTICLE VII.
PERFORMANCE STANDARDS

Section 8.01. Fire and Explosion Hazards. All activities on the Property shall be carried on only in structures which conform to the National Board of Fire Underwriters' Standards

concerning any plant operation and storage of explosive raw materials, fuels, liquids and finished products, and all other relevant standards or procedures.

Section 8.02. Radioactivity. All activities conducted on the Property shall be in compliance with the Code of Federal Regulations "Standards for Protection Against Radiation."

Section 8.03. Smoke, Fumes, Gases, Dust, Odors. There shall be no excessive emission of any smoke, fumes, gas, dust, or odors. No business or industry shall be permitted within the Property whose manufacturing or other process may produce noxious odors or chemicals which could reasonably be deemed to create a harmful effect on food products production. In any case, the limits of such emission of air pollutants shall be subject to the approval of the Mississippi Pollution Control Bureau.

Section 8.04. Vibration. There shall be no vibration which is discernible to the human sense of feeling beyond the immediate site on which such activity is conducted.

Section 8.05. Liquid or Solid Waste. All methods of sewage and industrial waste treatment and disposal shall be approved by Madison County, the Mississippi State Health Department, the Mississippi Pollution Control Bureau and all other appropriate governmental entities. All waste water must be discharged into the sanitary sewer system. The volume, quality and strength of all liquid waste shall be discharged into the sewer in strict accordance with the regulations of Madison County and all other applicable regulations.

Section 8.06. Site Drainage. No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or waterway openings for natural drainage. Such culverts or structures shall provide the minimum waterway opening and shall be at the proper grade. No rain and storm water runoff, or such drainage as roof water, street pavement, and surface water caused by natural precipitation or groundwater from footings or foundation drains or other subsurface water drainage may be discharged into the sanitary sewer system.

Section 8.07. Signs. Advertising signs are prohibited, except those signs which advertise the business conducted on any Lot. The size, height and location of proposed advertising signs must be approved in writing by the Architectural Review Committee prior to installation or construction of sign. No sign shall be lighted by means of flashing or intermittent illumination. There shall be no sign erected which will obstruct the view of traffic. Traffic control, parking and directional signs conforming generally in size, shape and type to recognized traffic signs are permitted.

ARTICLE VIII
ENFORCEMENT OF DECLARATION

Section 9.01. Compliance. If any provision of this Declaration is breached or violated or threatened to be breached or violated by any Owner or other Person, then each of the other Owners, Declarant or the Architectural Review Committee, jointly or severally, shall have the right, but not the obligation, to proceed at law or in equity to compel a compliance with, or to prevent the threatened violation or breach of, the provisions of this Declaration. Any Person entitled to file or maintain a legal action or proceeding for the actual or threatened violation or breach of this Declaration shall be entitled to recover attorneys' fees and other costs and expenses attributable to such action or proceeding. If any structure or other improvement located on any portion of the Property, including any Lot, violates any provision of this Declaration, then Declarant and/or the Architectural Review Committee, jointly or severally, shall have the right, but not the obligation, to enter upon any portion of the Property, including any Lot, to abate or remove such structure or other improvement at the cost and expense of the Owner of the Lot where such structure or improvement is located or who otherwise causes such violation, if the violation is not corrected by such Owner within 30 days after written notice of such violation. Any such entry and abatement or removal shall not be or be deemed to be a trespass. The failure by any Person for any period of time to enforce any provision of this Declaration shall not be or be deemed a waiver of the right to enforce or otherwise bar or affect the enforcement of any and all provisions of this Declaration at any time, including any future time.

Section 9.02. Enforcement. This Declaration shall be enforced by any appropriate proceeding at law or in equity (i) against any Person who breaches or violates or threatens to breach or violate any provision of this Declaration, (ii) to recover damages for any such breach or violation, (iii) to collect any amounts payable by any Owner under this Declaration, including Assessments, attorneys' fees, costs of collection, late charges, overhead charges and (iv) to enforce any lien created by this Declaration. There is hereby created and declared to be a conclusive presumption that any actual or threatened violation or breach of this Declaration cannot be adequately remedied by an action at law exclusively for recovery of monetary damages. Declarant and each Owner by acceptance of a deed or other document to a Lot waives and agrees not to assert any claim or defense that injunctive relief or other equitable relief is not an appropriate remedy.

ARTICLE IX.
GENERAL PROVISIONS

Section 10.01. Duration. This Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by Declarant, the Architectural Review Committee and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns, until December 31, 2056. After such date this Declaration shall be automatically extended for successive periods of ten years unless a Supplement signed by the Owners of a majority of the Lots has been properly filed for record to abolish or terminate all or a substantial portion of this Declaration at least one year prior to the effective date of such abolishment or termination.

Section 10.02. Amendments. Notwithstanding Section 10.01, this Declaration may be amended, modified and/or changed either (i) by Declarant properly filing of record a Supplement

prior to December 31, 2021 or thereafter (ii) by a Supplement properly filed of record and executed by the Owners of at least a majority square footage of the Property.

Section 10.03. Interpretation. The provision of this Declaration shall be construed to implement the purpose of the creation of a uniform plan for the development of the Property.

Section 10.04. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provisions of this Declaration which shall remain in full force and effect.

Section 10.05. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 10.06. Successors of Declarant. All or any portion of any and all rights, reservations, easements, interests, exemptions, privileges and powers of Declarant under this Declaration may be assigned and transferred exclusively by Declarant or a nominee may be appointed by Declarant all with or without notice to the Owners.

Section 10.07. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended to limit or enlarge the terms and provisions of this Declaration. Whenever the context requires, the male shall include all genders and singular shall include the plural.

Section 10.08. Exhibits. All Exhibits which are referred to in this Declaration are made a part of and incorporated into this Declaration by reference.

Section 10.09. Common Facilities. From time to time Declarant may establish certain Common Facilities within the Property for the use and benefit of the Property as a whole and for the use and benefit of the Owners. For example, the Declarant may create and construct a sign for the Property or for Martin Meadowlands. The costs of construction and maintenance of such Common Facilities, if established by the Declarant, shall be a charge or assessment against all Owners on a pro-rata basis based on the square footage owned by a particular Owner divided by the total number of square footage within the Property at the time of the assessment. Said assessments shall be collected and administered in such reasonable fashion as may be established by Declarant or its nominee. Said assessments shall constitute a lien against the Lots, and if unpaid following thirty (30) day written notice shall entitle the Declarant or its nominee to file a lien against the Lot in question for the amount of the assessment, all costs of collection and accrued interest at the maximum rate allowed by law. Said lien shall be filed in the land records of the office of the Chancery Clerk and shall be subject to foreclosure or other collection in the manner of other such similar liens or encumbrances. Notwithstanding the above, Declarant may establish certain Common Facilities in the future for the benefit of only certain portions of the Property and certain owners thereof, and not for the benefit of the Property as a whole. In such a circumstance, the cost of construction and maintenance of said Common Facilities, if established by the Declarant, shall not be a charge or assessment against all Owners of the Property, but instead shall only be a charge or assessment against those Owners that use or benefit from said Common Facility, with said charge or assessment to be assessed on a pro rata basis, based on square footage owned by a particular Owner divided by the total number of square footage within the affected or benefited area of the Property at the time of the assessment.

ARTICLE X. BOOK 3505 PAGE 654
DECLARANT'S RIGHTS AND RESERVATION

Section 11.01. Declarant's Rights and Reservations. No provisions in this Declaration shall limit, and no Owner shall interfere with, the right of Declarant to subdivide or re-subdivide any portions of the Property or to annex additional property with the Property; to construct more than one Building on a Lot; to relocate or alter any Lot sizes or boundaries of Lots owned by Declarant or add future phases as Declarant deems advisable during development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of Declarant's business or completion of the work and disposition of the Lots and/or improvements by sale, lease or otherwise. This Declaration shall not limit the right of the Declarant at any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot additional covenants, licenses, easements, reservations and rights of way, to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property. Declarant need not seek or obtain approval from the Architectural Review Committee or the Owners of any use of the Property or of any Building or improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor or assign in any interest or portion of Declarant's interest in any portion of the Property by a recorded written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant will be required before any amendment to this article shall be effective while Declarant owns a Lot.

[signature page follows]

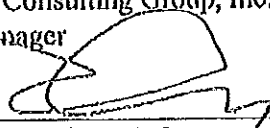
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by Declarant and the other Owners listed below on the date above written.

MARTIN MEADOWLANDS, LLC
a Mississippi limited liability company

By: MEADOWLANDS MANAGEMENT, LLC
a Mississippi limited liability company
its Manager

By: McCREERY FAMILY, LLC
a Mississippi limited liability
company, a Manager

By: MJM Consulting Group, Inc.
its manager

By: 
Mark J. McCreery
its President

STATE OF MISSISSIPPI
COUNTY OF

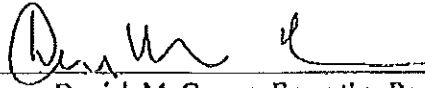
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 30th day of December, 2016, within my jurisdiction, the within named **MARK J. McCREERY**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.


NOTARY PUBLIC

MY COMMISSION
(SEAL)

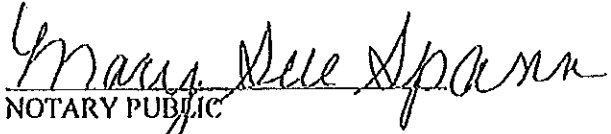



FIRST BAPTIST CHURCH, RIDGELAND, MISSISSIPPI
a Mississippi non-profit corporation

By: 
Derrick M. Cowan, Executive Pastor

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 30th day of November, 2016, within my jurisdiction, the within named **DERRICK M. COWAN**, who acknowledged that he is the Executive Pastor of First Baptist Church, Ridgeland, Mississippi, a Mississippi non-profit corporation, and that for and on behalf of said non-profit corporation and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said non-profit corporation so to do.


NOTARY PUBLIC

MY COMMISSION EXPIRES 10-11 20251
(SEAL) 

BOOK 3430 PAGE 294

BOOK 3505 PAGE 667

Corrected

EXHIBIT A

THE PROPERTY

(see attached)

SEE PAGES 19, 20 & 21 ATTACHED

EXHIBIT B

RECREATIONAL LOT

LEGAL DESCRIPTION

Being part of a parcel of land conveyed to Martin Meadowlands, LLC., recorded in Deed Book 484, Page 380 at the Madison County Mississippi Chancery Clerk's Office. Subject property located in the West Half of Section 9, Township 6 North, Range 2 East, Choctaw Baseline and Meridian, Madison County, Mississippi; to wit:

Commencing at a found concrete monument marking the South Quarter corner of Section 9, Township 6 North, Range 2 East; thence S89°36'58"W, along the south line of Section 9, a distance of 1325.45 feet to a found fence corner at the southeast corner of a parcel conveyed to Joshua Ashaka (DB. 3125, PG. 334), thence N00°20'10"W, along the east line of said Ashaka parcel, a distance of 252.63 to a set 1/2" Iron pin, being the Point of Beginning of the parcel herein described;

Thence: N00°20'10"W, along the east line of parcels conveyed to Joshua Ashaka (DB. 3125, PG. 334), Ronnie Mac Rineault (DB. 2717, PG. 867), and Martin Meadowlands, LLC (DB. 484, PG. 380)(Future Development), passing through a found 1/2" Iron pin at 1069.74 feet for a total distance of 1495.22 feet to a set 1/2" Iron pin;

Thence: N90°00'00"W, a distance of 308.23 feet to a set 1/2" Iron pin;

Thence: N00°00'00"E, a distance of 100.71 feet to a set 1/2" Iron pin;

Thence: N14°33'07"E, a distance of 550.43 feet to a set 1/2" Iron pin;

Thence: N54°24'42"W, passing through a 1/2" Iron pin set on line at 70.00 feet for a total distance of 515.57 feet to a point in a man-made lake;

Thence: N14°33'07"E, passing through a 1/2" Iron pin set on line at 321.94 feet for a total distance of 391.94 feet to a set 1/2" Iron pin;

Thence: S74°49'02"E, a distance of 1027.92 feet to a 1/2" Iron pin set on the west right-of-way line of Calhoun Station Parkway,

Thence along the west right-of-way line of Calhoun Station Parkway for the following courses:

Thence: 500°28'41"E, a distance of 347.80 feet to a point;

Thence: S89°31'19"W, a distance of 10.00 feet to a point;

Thence: S0°0'28'41"E, a distance of 550.00 feet to a point;

Thence: S89°11'19"W, a distance of 15.00 feet to a point;

Thence: S00°28'41"E, a distance of 300.00 feet to a point;

Thence: 1489°31'19"E, a distance of 5.00 feet to a point;

Thence: S00°28'41"E, a distance of 900.04 feet to a point;

Thence: S89°31'19"W, a distance of 20.00 feet to a point;

Thence: S00°28'41"E, a distance of 199.96 feet to a point;

Thence: N89°31'19"E, a distance of 20.00 feet to a point;

Thence: S00°28'41"E, a distance of 150.00 feet to a point;

Thence: 1489°31'19"E, a distance of 10.00 feet to a point;

Thence: S00°28'41"E, a distance of 87.99 feet to a 1/2" Iron pin set on the west right-of-way line of said Calhoun Station Parkway,

Thence: S89°39'05"W, leaving the west right-of-way line of said Calhoun Station Parkway, a distance of 503.71 feet to the Point of Beginning.

Containing 1,727,994 square feet or 39.67 acres of land more or less.

STATE OF MISSISSIPPI
COUNTY OF MADISON

I, Ronny Lott, Clerk of the Chancery Court in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of DECLARATION OF COVENANTS as fully and completely as same appears and remains of record in Book 3430 page 278 or Cause No. _____ thereof, of the records now on file in my office.

Given under my hand and seal of office this the 28 day of July, 2017.

By [Signature] D.C.

CORRECTED EXHIBIT "A"
CONSISTING OF 3 PAGES

Parcel A Description:

Being part of a parcel of land conveyed to North Meadowlands, LLC., recorded in Deed Book 484, Page 380 at the Madison County Mississippi Chancery Clerk's Office. Subject property located in the West Half of Section 9, Township 8 North, Range 2 East, Choctaw Baseline and Meridian, Madison County, Mississippi; to wit:

Commencing at a found concrete monument marking the South Quarter corner of Section 9, Township 8 North, Range 2 East; thence S89°36'58"W, along the south line of Section 9, a distance of 821.11 feet to a 1/2" iron pin set at the intersection of said south line of Section 9 and the west right-of-way line of Calhoun Station Parkway being the Point of Beginning of the parcel herein described;

Thence along the west right-of-way line of Calhoun Station Parkway for the following courses:

- Thence: N00°28'41"W, a distance of 340.31 feet to a point;
- Thence: S89°31'19"W, a distance of 10.00 feet to a point;
- Thence: N00°28'41"W, a distance of 150.00 feet to a point;
- Thence: S89°31'19"W, a distance of 20.00 feet to a point;
- Thence: N00°28'41"W, a distance of 199.98 feet to a point;
- Thence: N89°31'19"E, a distance of 20.00 feet to a point;
- Thence: N00°28'41"W, a distance of 900.04 feet to a point;
- Thence: S89°31'19"W, a distance of 5.00 feet to a point;
- Thence: N00°28'41"W, a distance of 300.00 feet to a point;
- Thence: N89°31'19"E, a distance of 15.00 feet to a point;
- Thence: N00°28'41"W, a distance of 550.00 feet to a point;
- Thence: N89°31'19"E, a distance of 10.00 feet to a point;
- Thence: N00°28'41"W, a distance of 949.99 feet to a point;
- Thence: S89°31'19"W, a distance of 15.00 feet to a point;
- Thence: N00°28'41"W, a distance of 350.00 feet to a point;
- Thence: N14°33'14"W, a distance of 209.38 feet to a point on the south right-of-way line of Stout Road;
- Thence: N89°57'45"W, along the south right-of-way line of said Stout Road, a distance of 1754.49 feet to a found concrete monument marking the northeast corner of a parcel conveyed to Othleal Clark (DB 452, PG 759);

- Thence: S00°11'37"E, along the east line of parcels conveyed to Otthel Clark (DB 412, PG 759), Jerry Bouldin and Eddie Mates (DB 410, PG 652), Todd and Rosemary Perry (DB 481, PG 245), and Ronnie Mac Rinewalt (DB 2740, PG 32), a total distance of 2640.82 feet to a found iron rod;
- Thence: N89°18'56"E, along the north line of a parcel conveyed to Ronnie Mac Rinewalt (DB 2717, PG 367), a distance of 1322.37 feet to 1/2" iron pin set at the northeast corner of said Rinewalt parcel;
- Thence: S00°20'10"E, along the east line of said Rinewalt parcel and the east line of a parcel conveyed to Joshua Ashaka (DB 3125, PG 334), a total distance of 1322.37 feet to a fence corner marking the southeast corner of said Ashaka parcel;
- Thence: N89°36'58"E, leaving the east property line of said Ashaka parcel, a distance of 304.33 feet to the Point of Beginning.

Containing 5,424,290 square feet or 124.52 acres of land more or less.

(Description Continues on following Page)

Parcel B Description:

Being part of a parcel of land conveyed to Marlin Meadows, LLC., recorded in Deed Book 484, Page 300 of the Madison County, Mississippi Chancery Clerk's Office. Subject property located in the West Half of Section 9, Township 8 North, Range 2 East, Choctaw Baseline and Meridian, Madison County, Mississippi; to wit:

Begin at a found concrete monument marking the South Quarter corner of Section 9, Township 8 North, Range 2 East;

Thence: N00°17'57"W, along the west line of parcels conveyed to Monroe Adams Johnson (DB 2686, PG 471) Cotton Row Investors, LLC (DB 2078, PG 617); a total distance of 3936.76 feet to a found corner on the south right-of-way line of Stout Road; said point being 26.70 feet south of a found iron pin in the centerline of said Stout Road;

Thence: N89°45'57"W, along the south right-of-way line of said Stout Road, a distance of 636.75 feet to a 1/2" iron pin set at the intersection of the south right-of-way line of said Stout Road and the east right-of-way line of Colhoun Station Parkway;

Thence along the east right-of-way line of Colhoun Station Parkway for the following courses:

Thence: S13°57'01"W, a distance of 207.36 feet to a point;

Thence: S00°28'41"E, a distance of 350.00 feet to a point;

Thence: S89°31'19"W, a distance of 15.00 feet to a point;

Thence: S00°28'41"E, a distance of 949.99 feet to a point;

Thence: N89°31'19"E, a distance of 10.00 feet to a point;

Thence: S00°28'41"E, a distance of 550.00 feet to a point;

Thence: N89°31'19"E, a distance of 25.00 feet to a point;

Thence: S00°28'41"E, a distance of 900.00 feet to a point;

Thence: S89°31'19"W, a distance of 15.00 feet to a point;

Thence: S00°28'41"E, a distance of 300.04 feet to a point;

Thence: N89°31'19"E, a distance of 10.00 feet to a point;

Thence: S00°28'41"E, a distance of 199.98 feet to a point;

Thence: S89°31'19"W, a distance of 10.00 feet to a point;

Thence: S00°28'41"E, a distance of 150.00 feet to a point;

Thence: S89°31'19"W, a distance of 10.00 feet to a point;

Thence: S00°28'41"E, a distance of 340.54 feet to a 1/2" iron pin set at the intersection of the east right-of-way line of Colhoun Station Parkway and the South line of Section 9, Township 8 North, Range 2 East;

Thence: N89°36'58"E, along the south line of said Section 9, a distance of 681.11 feet to the Point of Beginning.

Containing 2,677,887 square feet or 61.48 acres of land more or less.