



CRUMPLER PLACE

A Master Planned Community

Olive Branch, Mississippi

Prepared For:

City of Olive Branch

Prepared By:

Kimley-Horn and Associates, Inc.

December 12, 2008

September 24, 1996

Text Revised 07 January 1997

Revised form Master Plan of June of 1990



Kimley-Horn
and Associates, Inc.

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I. General Project Description

Crumpler Place Planned Unit Development is designed to provide home ownership opportunities along with residential and commercial lease opportunities to meet current public need in Olive Branch, Mississippi. The development also includes generous passive and active recreational and open spaces to serve future residents of the Crumpler Place Community. The open space plan includes greenbelts to enhance the residential atmosphere of the community. Active recreational opportunities are available at nearby Cherokee Valley Golf Community.

Crumpler Place, located at the southwest corner of Goodman Road and U.S. 78, is proposed as a 163.6 acre planned community of single family detached residential units, commercial, office and public/semi-public sites.

The plan proposes a 30.6 acre Community Shopping center, designated as Limited Highway Commercial (C-2L) to be located at Goodman Road and Crumple Boulevard, a collector street to serve as the major access way into Crumpler Place. The center, containing approximately 200,000 sq. ft. floor area, is proposed to consist of two anchor tenants with other specialty stores. The site plan depicts the location of three out parcels along Crumpler Boulevard and Goodman Road which would be developed as individual parcels within the center.

The plan also proposes a 14.4 acre community commercial development, zoned C-2, to be located on the east side of Crumpler Place Boulevard, north of Camp Creek. The center would contain a maximum of 150,000 square feet of commercial building area, proposed to consist of service and retail business.

A 1 acre convenience commercial center site is located at the southwest corner of Craft and Goodman Roads.

15 acres of office use are provided along the south side of Goodman Road along the north side of the Single Family Residential Area (R-2) and along the west side of Crumpler Boulevard adjacent to the Single Family Residential (R-2). A 20 foot landscaping buffer with a six foot wall shall be constructed along the west side of Crumpler Boulevard adjacent to the Golf Villa Residential Area.

The Single Family Detached (R-2) consisting of 21 residential portions of the community consist of 80' x 125' single family lots for detached single family units. The 10,000 sq. ft. lots are located north of Camp Creek and east of Craft Road. 59.9 acres are set aside for this use.

A Golf Villa Residential Area (R-3) consisting of 21 acres is proposed along the north side of the number 10 hole at Cherokee Valley. This area will consist of detached single family dwellings on 50' x 125" (6,250 sq. ft. lots).

A 7.8 acre church site is provided at the southeast corner of Craft and Goodman Roads. In the event a church does not occupy this site adjacent to the park and neighborhood convenience center, the plan proposes this area to be developed as 80' x 135 single family lots.

The site was originally approved for development in July of 1990 in both DeSoto County and in Olive Branch, Mississippi. 65 percent of the development is built and this plan represents a revision to the original Master Plan to achieve greater control and higher quality for the development.

The narrative description and map exhibits that form the Plan for Crumpler Place Planned Unit Development set forth both the land use and transportation pattern for the development, as well as its proposed landscaping, signage, open space plan, and circulation plan. Upon approval, the plan will be used to govern the construction of the remainder of the development.

The plan reflects current development trends in the immediate vicinity of Olive Branch, Mississippi. The Plan is intended to benefit existing city citizens, as well as its future residents through the continued development of a high quality of living environment, compatible with and conducive to the high quality of life found in Olive Branch.

II. Uses Permitted

The outline plan attached sets forth the various residential and commercial uses to be developed in the Crumpler Place community. Uses permitted in each of the areas are listed as follows:

- A. Single Family Residential – Uses in the Single Family Residential area shall be regulated by those uses contained in the R-2 District of the City of Olive Branch Zoning Ordinance except as modified under Bulk Regulations.
- B. Golf Villa Residential – Uses in the Detached Golf Villa Residential area shall be regulated by those use contained in the R-3 District of the City of Olive Branch Zoning Ordinance except as modified under Bulk Regulations.
- C. Neighborhood Commercial (C-1) – Neighborhood Commercial uses shall be regulated by those uses contained in the original Crumpler Place text as follows:
 - (1) Bakery, retail
 - (2) Barber of beauty shop
 - (3) Cleaning pick-up station
 - (4) Doctor or dental office
 - (5) Drug store
 - (6) Financial services, banks, savings and loan
 - (7) Flower plant store
 - (8) Grocery store with gas pumps as an accessory use to a convenience store

- (9) Offices
- (10) Photo finishing pick-up station
- (11) Self service laundry and dry cleaning facilities
- (12) Church

Bulk regulations are found in the next section.

D. Limited Highway Commercial (C-2L) – Limited Highway Commercial uses shall be regulated by those uses contained in the original Crumpler Text as follows:

- (1) Any use permitted within the C-1 Neighborhood Commercial District under the DeSoto County Zoning Regulations
- (2) Department or discount store
- (3) Parking as a permitted use
- (4) Photo Finishing
- (5) Print shop
- (6) Public service facility
- (7) Recreation Center
- (8) Restaurant
- (9) Filling station
- (10) Vehicle wash
- (11) Aluminum can collection center with no machinery processing or outside storage
- (12) Retail shops, other
- (13) Theater (Added September 19, 2000 Project Text Amendment)

Bulk regulations are found in the next section.

E. Community Commercial (C-2) – Community Commercial uses shall be regulated by those uses contained in the C-2 District of the City of Olive Branch Zoning Ordinance except as modified under Bulk Regulations. However, the only permitted uses are listed as follows:

- (1) Offices
- (2) Hotel, Motel
- (3) Restaurant
- (4) ~~Movie Theater~~ Removed September 19, 2000 Project Text Amendment

F. Office – Office use shall be regulated by those uses contained in the Office District of the City of Olive Branch Zoning Ordinance except as modified under Bulk Regulations and allowing Pharmacy/Drug Store and Professional Massage Therapy (2018-10-16 approved by BOA)

G. Off-Site Parking – Off street parking shall be provided in accordance with the off-street parking provisions of the City of Olive Branch Zoning Ordinance.

1. Off-Site parking requirements for Lot 13 governed by Board of Adjustment. (March 13, 2008)
2. Lots 1, 2, 2A, 3 and 7 governed by reciprocal parking easement. (Sept. 19, 2000 Project Text Amendment)

H. Accessory Buildings – The placement of accessory buildings shall be allowed only in the Single Family Residential section of the development and shall be subject to the applicable rules of the City of Olive Branch Zoning Ordinance. All accessory buildings shall be compatible with the dwelling unit occupying any particular lot.

1. Signs – Sign placement in the development shall be controlled by the applicable sections of the City of Olive Branch.

Signs in the C-2 zoning shall have the following exceptions:

1. Freestanding sign along Crumpler Boulevard shall be restricted as follows:
 - a. One sign having a maximum height of twenty-five (25) feet and one hundred (100) square feet in sign area may be located with seventy (70) feet of the northwest center.
 - b. Two monument style, directory signs with a maximum height of eight (8) feet and thirty-five (35) square feet in sign area may be located along Crumpler Boulevard.
2. Parking lot lighting shall be a maximum of 15 feet in height and directed to not glare toward residential property.

III. Bulk Requirements

A. Maximum Densities: Dwelling units per acre and floor area ratios for the development shall follow

1. Single Family Residential – 3.5 dwellings per acre
2. Golf Villa Residential – 4.7 dwellings per acre
3. Neighborhood Commercial – .25 floor area ratio
4. Limited Highway Commercial – .25 floor area ratio
5. Community Commercial - .25 floor ratio
6. Office - .50 floor area ratio

B. Lot Dimensions – Lot dimensions shall be required as follows:

1. Single Family Residential

Front Yard Set Back – 35 feet

Side Yard Set Back – 5 feet

Rear Yard Set Back – 25 feet

Minimum Width at Front Set Back – 80 feet

Minimum Lot Size – 10,000 square feet

2. Golf Villa Residential –

Front Yard Set Back – 25 feet

Side Yard Set Back – 3 feet

Rear Yard Set Back – 20 feet

3. Neighborhood Commercial –

Front Yard Set Back – 50 feet

Side Yard Set Back – 20 feet against adjoining residential, none in all other cases

Rear Yard Set Back – 20 feet

4. Limited Highway Commercial –

Front Yard Set Back – 50 feet

Side Yard Set Back – 20 feet against adjoining residential, none in all other cases

Rear Yard Set Back 20 feet

5. Community Commercial –

Front Yard Set Back – 50 feet

Side Yard Set Back – 20 feet against residential, none in all other cases

Rear Yard Set Back 20 feet

Lot 13 allowed to have Hilton Garden Hotel canopy encroach within 50 feet of building set back up to 10 feet from roadway. (August 21, 2007 Project Text Amendment)

For Lot 13, maximum height is 50 feet. (November 20, 2007 Project Text Amendment)

6. Office –

Front Yard Set Back – 50 feet

Side Yard set Back – 20 feet against adjoining residential, none in all other cases

Rear Yard Set Back – 20 feet

C. Plan Data

The scope of the plan and the total number of units and acreage devoted to each section of the community is shown on the following table:

Use	Acres	Units	Density	Population
Single family Residential	59.9	176	3.5	493
Golf Villa Residential	21	95	4.7	275
Neighborhood Commercial	1	n/a	.25	n/a
Church	7.8	1	n/a	n/a
Limited Highway Commercial	30.6	n/a	.25	n/a
Community Commercial	14.4	n/a	.25	n/a
Office	14.9	n/a	0.50	n/a
Open Space	14	n/a	0	1n/a
Total Units	n/a	271	n/a	1039
Total Site Size	163.6	271	3.0	1039

Land use density is based on gross acreage. The actual acreage of the development areas may vary slightly subject to final design and engineering.

- D. Single Family Design Standards – The minimum heated square footage of single family detached homes shall remain as previously approved.
- E. Golf Villa Residential Design Standards – The minimum heated square footage of a one story home will be 1600 square feet. Unit design and style shall be approved by the developer. The developer shall arrange for the continuation of an architectural approval process upon the transfer of interest in the development.

IV. Roads, Access, and Circulation

Crumpler Place will be primarily served by Crumpler Boulevard, a proposed collector street. A 90’ right-of-way is proposed along the commercial and office land use areas to provide for a turn lane. The residential portions of Crumpler Boulevard contain a 68’ right-of-way. The community shopping center is proposed to be served by one access point off of Goodman Road and four access points off of Crumpler Boulevard. To not conflict with the Goodman Road/U.S. 78 interchange, the proposed curb cut into the center off of Goodman Road is located approximately 620 feet west of the interchange ramps.

The office use area along Goodman Road will have a central access point at Oak Forest Drive to serve the cluster group for office sites. The remaining office sites will share curb cuts for every two lots.

The single family 80' x 125' lots will have access from Craft Road and Oak Forest Drive with the remaining area served off of Crumpler Boulevard.

Sidewalks shall be provided as required by the City of Olive Branch.

V. Landscape, Screening, Open Space

Landscape buffers shall be provided between the south sides of the commercial and the Golf Villa area at the landscape standards contained in the City of Olive Branch Zoning Ordinance.

Single family landscaping shall be provided in the form of conservation of existing trees over 8 inches in caliper except those that exist in the building envelope (i.e. that area defined by the building set backs into which a building may be placed), and those areas in which heavy grading and fill is required. Other measures in the Single Family area shall include the installation of at least one deciduous tree in each front yard.

Entrance shall be landscaped and signed in a manner appropriate to the development in order to create a sense of quality for those entering the development, and for those passing by.

The open space area of the development consists of over thirteen acres and comprises fifteen percent of the total development. The open space for the development shall be maintained by a homeowners association unless the developer can make other suitable arrangements for perpetual use as open and common area.

VI. Drainage Facilities and Services

No increase in the current storm water runoff rate shall be caused by the construction of Crumpler Place. All necessary drainage plans and facilities to provide for no net increase in storm water runoff shall be provided at the final subdivision approval state.

VII. Sanitary Sewer Facilities

Sanitary sewer facilities shall be provided by the City of Olive Branch and shall be constructed to the appropriate standards.

Water service is proposed to be provided by the City of Olive Branch Municipal Water System upon its approval.

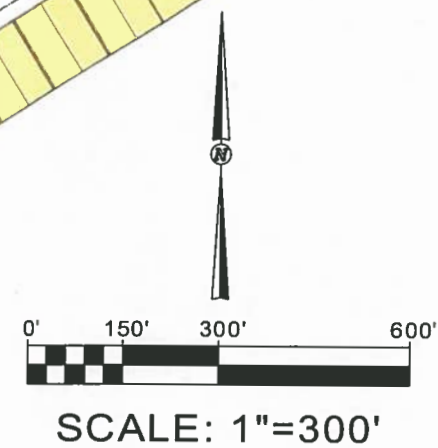
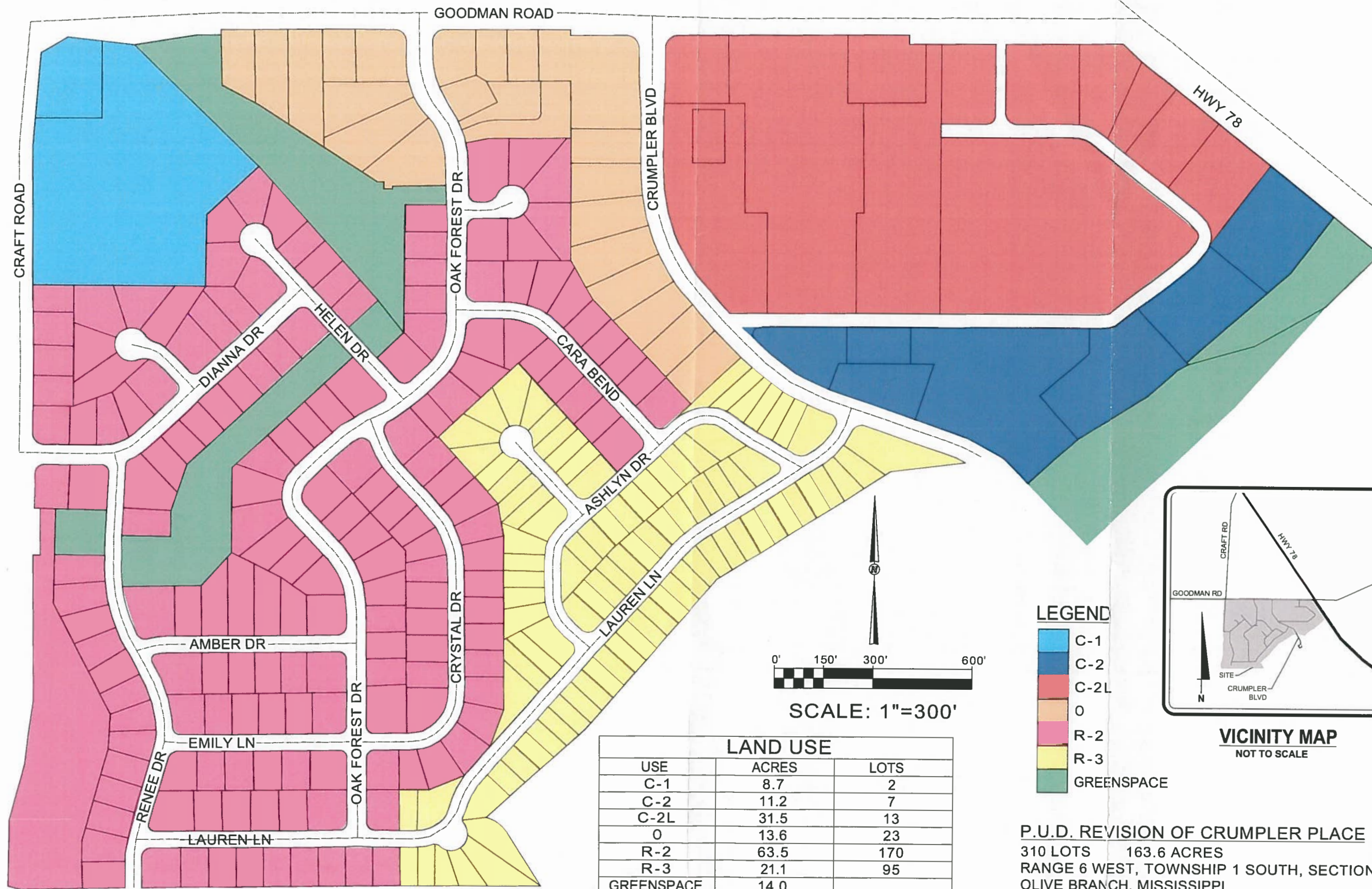
VIII. Phases of Construction

The remaining unbuilt portions of the development shall be developed within 5 years according to the plan map accompanying this narrative.

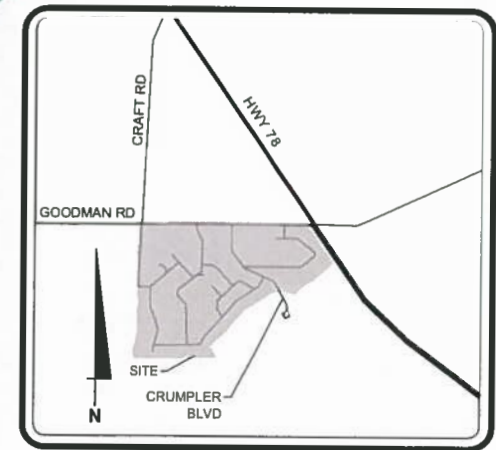
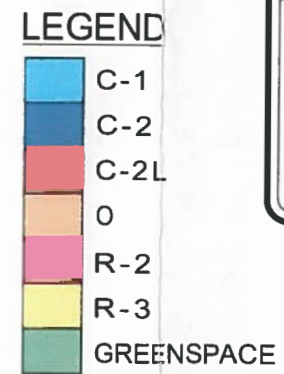
IX. Relation to the City of Olive Branch Comprehensive Plan

The Development Plan for Crumpler Place takes into account the guidelines of the Olive Branch Comprehensive Plan. Under the Comprehensive Plan a commercial center along with medium density and low density residential were proposed for this particular tract of land. A collector street was also proposed in the general alignment that Crumpler Boulevard defined in the Development Plan.

The forgoing plan has outlined and described a development that is complimentary to, and an enhancement to existing neighborhoods in the area. Its impacts on the surrounding area are minimal, as the site has excellent access, and is accented by quality open space. Other developments in the area have established a trend for the pattern of development being sought. As such, the developer respectfully requests the approval of the proposed development plan for Crumpler Place Planned Unit Development.

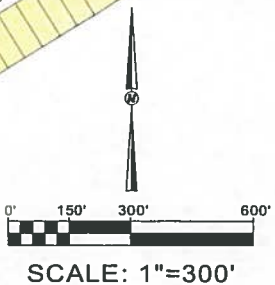
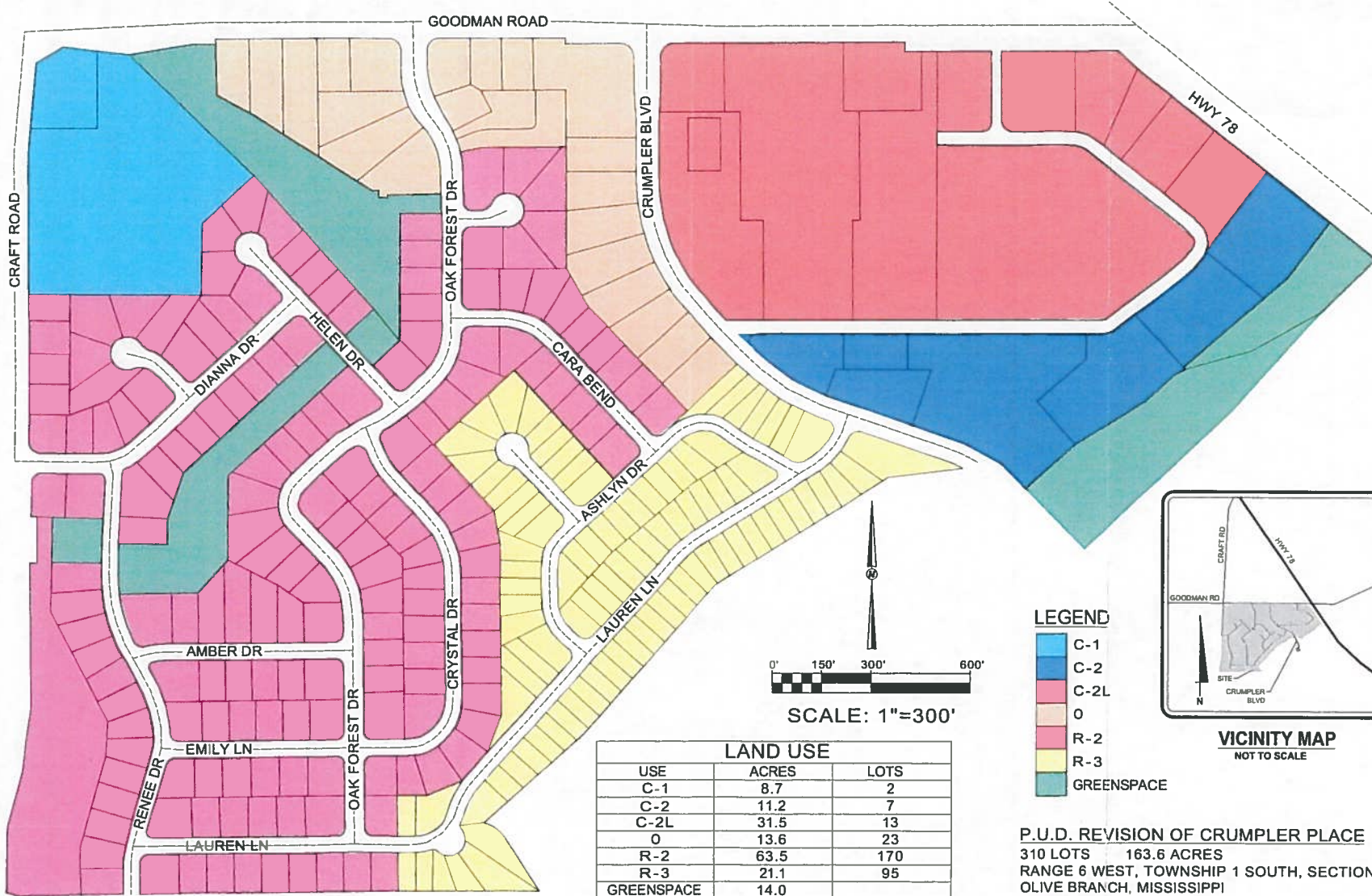


LAND USE		
USE	ACRES	LOTS
C-1	8.7	2
C-2	11.2	7
C-2L	31.5	13
O	13.6	23
R-2	63.5	170
R-3	21.1	95
GREENSPACE	14.0	
TOTAL	163.6	310



VICINITY MAP
NOT TO SCALE

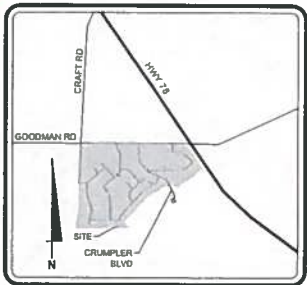
P.U.D. REVISION OF CRUMPLER PLACE
 310 LOTS 163.6 ACRES
 RANGE 6 WEST, TOWNSHIP 1 SOUTH, SECTION 32
 OLIVE BRANCH, MISSISSIPPI
 DECEMBER 2008



SCALE: 1"=300'

LAND USE		
USE	ACRES	LOTS
C-1	8.7	2
C-2	11.2	7
C-2L	31.5	13
O	13.6	23
R-2	63.5	170
R-3	21.1	95
GREENSPACE	14.0	
TOTAL	163.6	310

- LEGEND**
- C-1
 - C-2
 - C-2L
 - O
 - R-2
 - R-3
 - GREENSPACE



VICINITY MAP
NOT TO SCALE

P.U.D. REVISION OF CRUMPLER PLACE
 310 LOTS 163.6 ACRES
 RANGE 6 WEST, TOWNSHIP 1 SOUTH, SECTION 32
 OLIVE BRANCH, MISSISSIPPI
 DECEMBER 2008

6/06/07 8:13:45
Prepared By and Return To: Gary P. Snyder
Watkins Ludlam Winter & Stennis, P.A.
P.O. Box 1456
Olive Branch, MS 38654
(662) 895-2996

SS
SS
BK 560 PG 318
DE SOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Indexing Instructions: Northwest Quarter and Northeast
Quarter, Section 32, Township 1 South, Range 6 West,
DeSoto County, Mississippi. Also Plat Book 47, Page 32.

THIRD AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

THIS AGREEMENT made as if the 23rd day of January, 2007, by and between Village Shops Partnership, a Mississippi general partnership ("Village Shops"), Kroger Limited Partnership 1, an Ohio limited partnership ("Kroger"), McDonald's Corporation, a Delaware corporation ("McDonald's"), AutoZone, Inc., a Nevada corporation ("AutoZone"), Desianna Properties, a Tennessee general partnership ("Desianna"), Regions Bank, an Alabama banking corporation, Successor in Interest to Union Planters Bank National Association ("Regions") and RiverSource Life Insurance Company, a Minnesota corporation, f/k/a IDS Life Insurance Company ("IDS").

WITNESSETH:

WHEREAS, Village Shops, Kroger, McDonald's, AutoZone and Desianna are the owners of the lots contained in Phase 1, The Village Shops of Crumpler Place, situated in the northwest quarter and the northeast quarter of Section 32, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as per plat recorded in Plat Book 47, Page 32, Chancery Clerk's Office, DeSoto County, Mississippi, and

WHEREAS, Regions is the beneficiary of a Deed of Trust on Lot 6 from Desianna and joins in this Agreement to indicate its consent thereto, and

WHEREAS, IDS is the beneficiary of a Deed of Trust from Village Shops on Lots 2 and 3 and joins in this Agreement to indicate its consent thereto, and

WHEREAS, a Reciprocal Easement Agreement dated November 3, 1994, was recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi in Book 279, Page 318 ("REA"), and

WHEREAS, a First Amendment to Reciprocal Easement Agreement, dated December 6, 1994, was recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi in Book 279 at Page 343 ("First Amended REA"), and

WHEREAS, a Second Amendment to Reciprocal Easement Agreement was recorded in Book 389 at Page 380 in the Office of the Chancery Clerk of DeSoto County, Mississippi ("Second Amended REA"), and

WHEREAS, a Shopping Center Easement Agreement was entered into by and between Edward A. Crumpler, Dianna T. Crumpler, Edward A. Crumpler, Jr., Marla Crumpler Grewe and Desianna, dated September 20, 1994 and recorded in Book 67 at Page 262 in the Office of the Chancery Clerk of DeSoto County, Mississippi ("Easement Agreement"), and

WHEREAS, a Declaration of Covenants was recorded in Book 283 at Page 642 in the Office of the Chancery Clerk of DeSoto County, Mississippi ("Banking Declaration"), which precluded certain banking activities on Lot 2 and other property, as described therein, and

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded in Book 287 at Page 418 in the Office of the Chancery Clerk of DeSoto County, Mississippi, which prohibited the use of Lots 2 and 3 as an automobile parts store or for the sale of automobile parts, supplies, or accessories for off-premises installation, as defined therein ("Auto Parts Declaration"), and

WHEREAS, the Second Amended REA, among other things, approved a new Lot 2A, a sub-division of existing Lot 2, and set forth certain restrictions and limitations thereon, and

WHEREAS, Desianna, Regions and IDS were not parties to the Second Amended REA, and

WHEREAS, it is necessary for all property owners and lienholders to approve the new Lot 2A, and

WHEREAS, the parties hereto are desirous of formally authorizing the sub-division of Lot 2 and approving, locating and describing the new Lot 2A in more detail.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, to wit;

1. Notwithstanding any provision to the contrary contained in the REA, the First Amended REA, the Second Amended REA, the Auto Parts Declaration, the Banking Declaration and/or the Easement Agreement, Village Shops and its successors and assigns of Lot 2, Village Shops of Crumpler Place, as per plat recorded in Plat Book 47, Page 32 in the office of the Chancery Clerk of DeSoto County, Mississippi, shall have the right (a) to cause a part of said Lot 2 to be designated as Lot 2A, as shown on the plot plan attached hereto as Exhibit "A", and as more particularly described in Exhibit "B", and (b) to construct thereon, or to allow others to construct thereon a building and related improvements to accommodate purchasers or lessees, provided that such building does not exceed 1,400 square feet, is one story and is not more than 22 feet in height from ground level; and further provided that the owner of Lot 2A shall submit to the owners of Lots 1, 2 and 3 and, Kroger, for so long as Kroger has a legal or equitable interest in a lot in Phase 1, Village Shops of Crumpler Place, exterior elevation and architectural plans for all improvements to be constructed on Lot 2A for review and approval, which approval shall not be unreasonably withheld or delayed. However, such approval may be withheld if construction of the building on Lot 2A would reduce the parking space ratio in the shopping center below 5:1000.

2. Lot 2A and any building constructed thereon may be used for any purpose which is not prohibited by the terms and provisions of the REA, the First Amended REA, the Second Amended REA, the Auto Parts Declaration, the Banking Declaration and/or the Easement Agreement.

3. All provisions of the REA, First Amended REA, Second Amended REA, Auto Parts Declaration, Banking Declaration and Easement Agreement which are not inconsistent with the provisions of this Third Amendment to Reciprocal Easement Agreement shall be applicable to Lot 2A.

4. Except as amended and modified hereby, the provisions of the REA, the First Amended REA, Second Amended REA, Auto Parts Declaration, Banking Declaration and Easement Agreement shall remain in effect according to their terms.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple counterparts, each of which shall constitute an original Agreement.

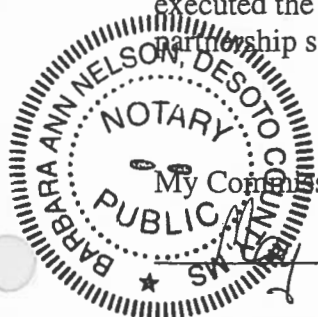
VILLAGE SHOPS PARTNERSHIP,
A Mississippi general partnership

By: Mark D. Utley
Mark D. Utley, General Partner

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 23rd day of January, 2007, within my jurisdiction, the within named Mark D. Utley, who acknowledged that he is a General Partner of Village Shops Partnership, a Mississippi general partnership, and that for and on behalf of the said partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do.

Barbara Ann Nelson
NOTARY PUBLIC



My Commission Expires: Jan 21, 2010

KROGER LIMITED PARTNERSHIP 1,
An Ohio limited partnership

By: KRGP, Inc., its general partner

By: James E. Hodge
Its: Vice President

STATE OF OHIO
COUNTY OF HAMILTON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of April, 2007, within my jurisdiction, the within named James E. Hodge, who acknowledged that he is vice President for KRGP, Inc., the general partner of Kroger Limited Partnership 1, an Ohio limited partnership, and that for and on behalf of the said partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited partnership so to do.

Carrie A. Cortolillo
NOTARY PUBLIC

My Commission Expires:


6-15-09



CARRIE A. CORTOLILLO
Notary Public, State of Ohio
My Commission Expires
June 15, 2009

McDONALD'S CORPORATION,
A Delaware corporation

By: 

Its: Mohriukh Hussain, Senior Counsel 

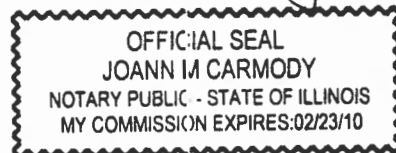
STATE OF Illinois
COUNTY OF DuPage

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of April, 2007, within my jurisdiction, the within named Mohriukh Hussain, who acknowledged that ~~he~~^{she} is Senior Counsel of McDonald's Corporation, a Delaware 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.


NOTARY PUBLIC

My Commission Expires:

2/23/2010



AUTOZONE, INC.,
A Nevada corporation

By: [Signature]
Its: Vice President

By: Jim Gilmore
Its: VP & Treas

STATE OF Tennessee
COUNTY OF Shelby

APPROVED AS TO LEGAL FORM
By: Jim McClain, Legal
[Signature] AZ#

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31 day of May, 2007, within my jurisdiction, the within named Wm. David Gilmore and Brian L. Campbell, who acknowledged that they are Vice President and VP & Treas of AutoZone, Inc., a Nevada corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

4-7-09



DESIANNA PROPERTIES,
A Tennessee general partnership

By: Joseph W. Mirabile
Its: General Partner

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of April, 2007, within my jurisdiction, the within named Joseph W. Mirabile, who acknowledged that he/she is a General Partner of Desianna Properties, a Tennessee general partnership, and that for and on behalf of the said partnership, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said general partnership so to do.

Kivian Vaccaro
NOTARY PUBLIC

My Commission Expires:

6/15/2010

REGIONS BANK, an Alabama banking corporation,
Successor in Interest to Union Planters Bank
National Association

By: *Ted Miller*
Its: Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17 day of APRIL, 2007, within my jurisdiction, the within named TED MILLER, who acknowledged that he/she is VICE PRESIDENT of Regions Bank, an Alabama banking corporation, Successor in Interest to Union Planters Bank National Association, and that for and on behalf of the said Bank, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said banking corporation so to do.

Kiviana Taccaro
NOTARY PUBLIC

My Commission Expires:

6/15/2010



WAL RIVERSOURCE LIFE INSURANCE COMPANY,
A Minnesota corporation, f/k/a IDS Life Insurance
Company

By: Kim Ahnaka
Its: Assistant
By: Elizabeth St. Julien
Its: Assistant Secretary

Assistant Secretary

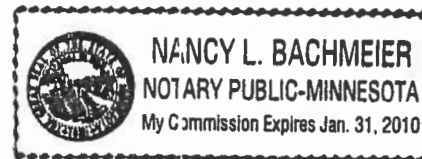
STATE OF Minnesota
COUNTY OF Hennepin

Elizabeth J. St. Julien

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of April, 2007, within my jurisdiction, the within named Kevin Abrahamson, who acknowledged that he/she is Assistant Vice President of RiverSource Life Insurance Company, a Minnesota corporation, f/k/a IDS Life Insurance Company, 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.

Nancy L. Bachmeier
NOTARY PUBLIC

My Commission Expires:



SEND

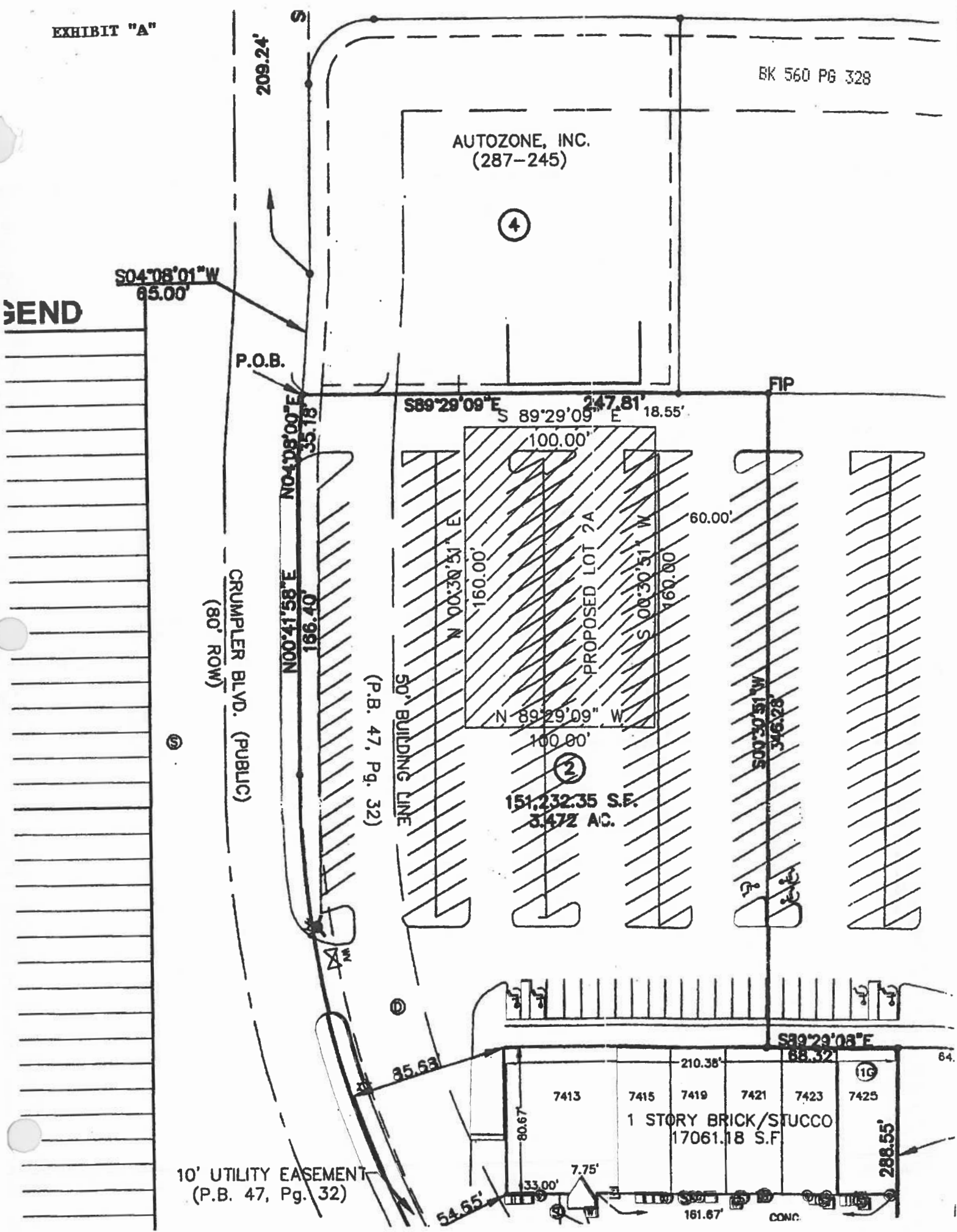


EXHIBIT "B"

PROPOSED LOT 2A

Commencing at the northwest corner of Section 32, Township 1 South, Range 6 West in Olive Branch, DeSoto County, Mississippi;

thence S 89°18'00" E, and with the north line of Section 32 and the center of Goodman Road (148-foot R/W at this point), a distance of 1,955.60 feet to a point;

thence S 00°42'00" W a distance of 209.24 feet to a point in the east line of Crumpler Boulevard (R/W varies);

thence S 04°08'01" W, and with said east line, a distance of 65.00 feet to a point;

thence S 89°29'09" E a distance of 85.11 feet to a point;

thence S 00°30'51" W a distance of 18.55 feet to a PK Nail (set), the true POINT OF BEGINNING;

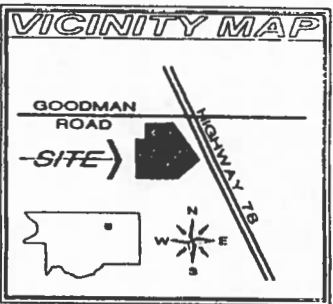
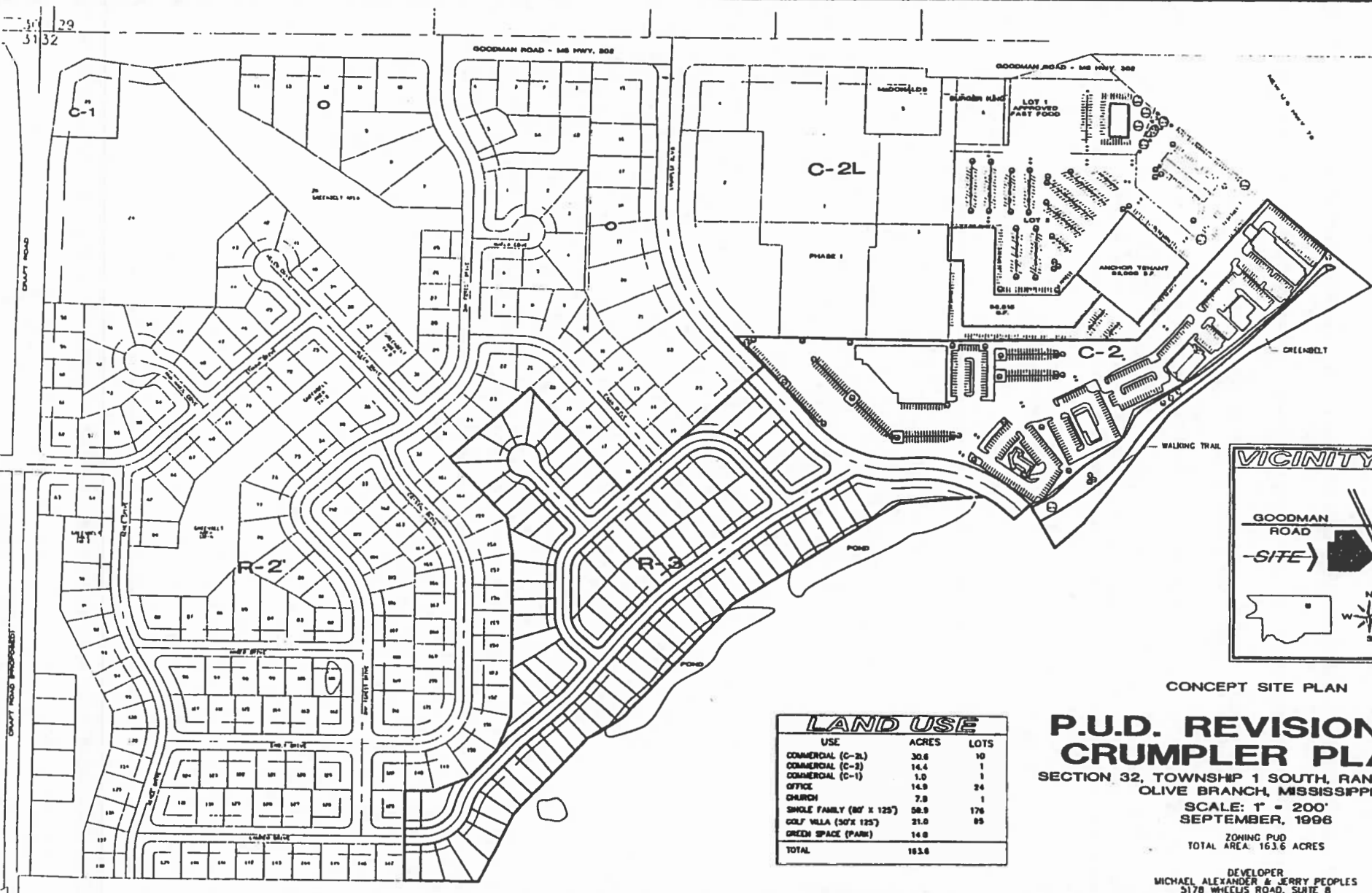
thence S 89°29'09" E a distance of 100.00 feet to a PK Nail (set);

thence S 00°30'51" W a distance of 160.00 feet to a PK Nail (set);

thence N 89°29'09" W a distance of 100.00 feet to a PK Nail (set);

thence N 00°30'51" E a distance of 160.00 feet to the POINT OF BEGINNING and containing 16,000 square feet.

This being the same Lot 2A approved by the Mayor and Board of Aldermen of the City of Olive Branch, Mississippi on October 17, 2006.



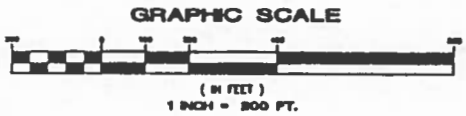
CONCEPT SITE PLAN

P.U.D. REVISION OF CRUMPLER PLACE

SECTION 32, TOWNSHIP 1 SOUTH, RANGE 8 WEST
OLIVE BRANCH, MISSISSIPPI
SCALE: 1" = 200'
SEPTEMBER, 1996

ZONING PUD
TOTAL AREA: 163.6 ACRES

LAND USE		
USE	ACRES	LOTS
COMMERCIAL (C-2L)	30.8	10
COMMERCIAL (C-2)	14.4	1
COMMERCIAL (C-1)	1.0	1
OFFICE	14.9	24
CHURCH	7.9	1
SINGLE FAMILY (80' X 125')	58.9	176
GOLF VILLA (50' X 125')	21.0	85
GREEN SPACE (PARK)	14.8	
TOTAL	163.6	

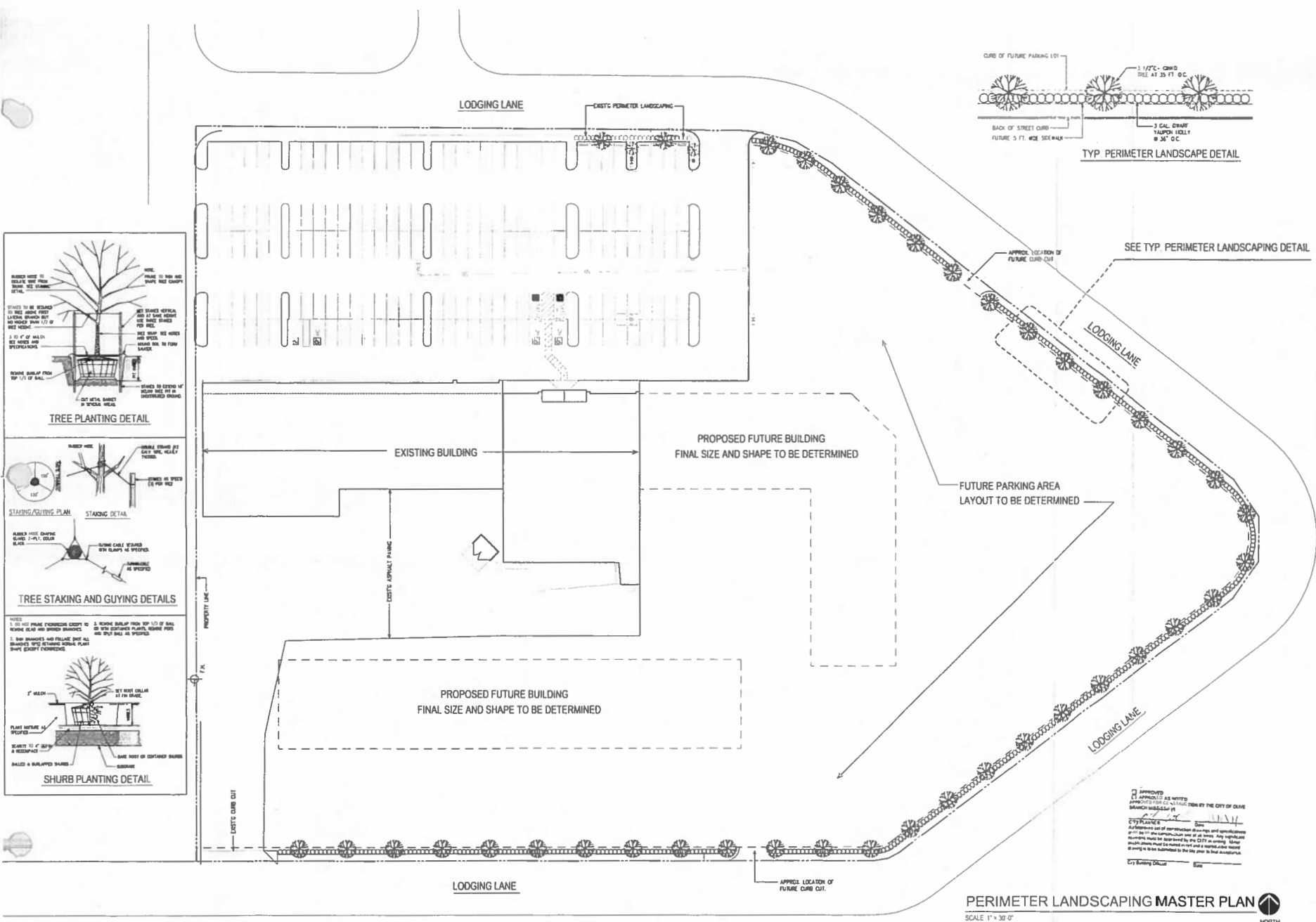


DEVELOPER
MICHAEL ALEXANDER & JERRY PEOPLES
5178 WHEELUS ROAD, SUITE 8
MEMPHIS, TN 38117

RUSSELL & COMPANY
ENGINEERS SURVEYORS
6229 HWY. 308, SUITE B
OLIVE BRANCH, MS 38654
601-893-3377

NOTE: 1. Numbered lots shown of adjoining areas have been previously recorded and are for reference only and have not been surveyed by Russell & Company.
2. C-2 Zoning building layout is for reference only. Actual buildings may vary in size and shape.

Appendix L, Revised Crumpler Place Planned Unit Development

[illegible]