

Minutes, City of Southaven, Southaven, Mississippi

City of Southaven Office of Planning and Development Amendment to PUD Staff Report



Date of Hearing:	April 29, 2019
Public Hearing Body:	Planning Commission
Applicant:	Dalhoff Thomas Design Studio 6465 N Quail Hollow Road Suite 401 Memphis, TN 38120 901-646-5070
Total Acreage:	NA acres
Existing Zone:	Planned Unit Development
Location of PUD Amendment application	Southeast corner of Nail Road and Getwell Road.
Surrounding Property zoning: North: South: East: West:	Planned Commercial –Vacant C-4 Planned Unit Development/Office Planned Unit Development/Residential Planned Unit Development/Office and Retail
Comprehensive Plan Designation:	Planned Unit Development

Staff Comments:

The applicant is requesting to amend the PUD text of Snowden Grove Planned Unit Development Area 15 for lots 2 and 3. Lot 2 has the existing two story mixed use structure with the lofts and retail space along Nail Road and lot 3 is the vacant lot to the south of this lot. There are several text amendment request:

1. The existing text states "above retail uses" in many areas of reference for Area 15. By definition, this requires that the bottom floor must be used only for office and commercial and that the second floor should be used for residential. The applicant would like the option to use both floors for all the uses. This text amendment request would allow lofts on the first floor while also allowing commercial and/or office on the second floor if the market demand was there;
2. A decrease in the minimum square footage of the lofts. The trend for young professional's lofts is studio and one bedroom designs which range in size from 600 sq. ft. to 1,000 sq. ft. in the downtown districts. The applicant is requesting to meet this

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demographic for the new building to create a loft design not presently in this area. The request is to decrease the minimum to 650 sq. ft. to allow for studio and single bedroom design;

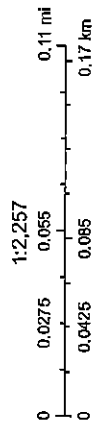
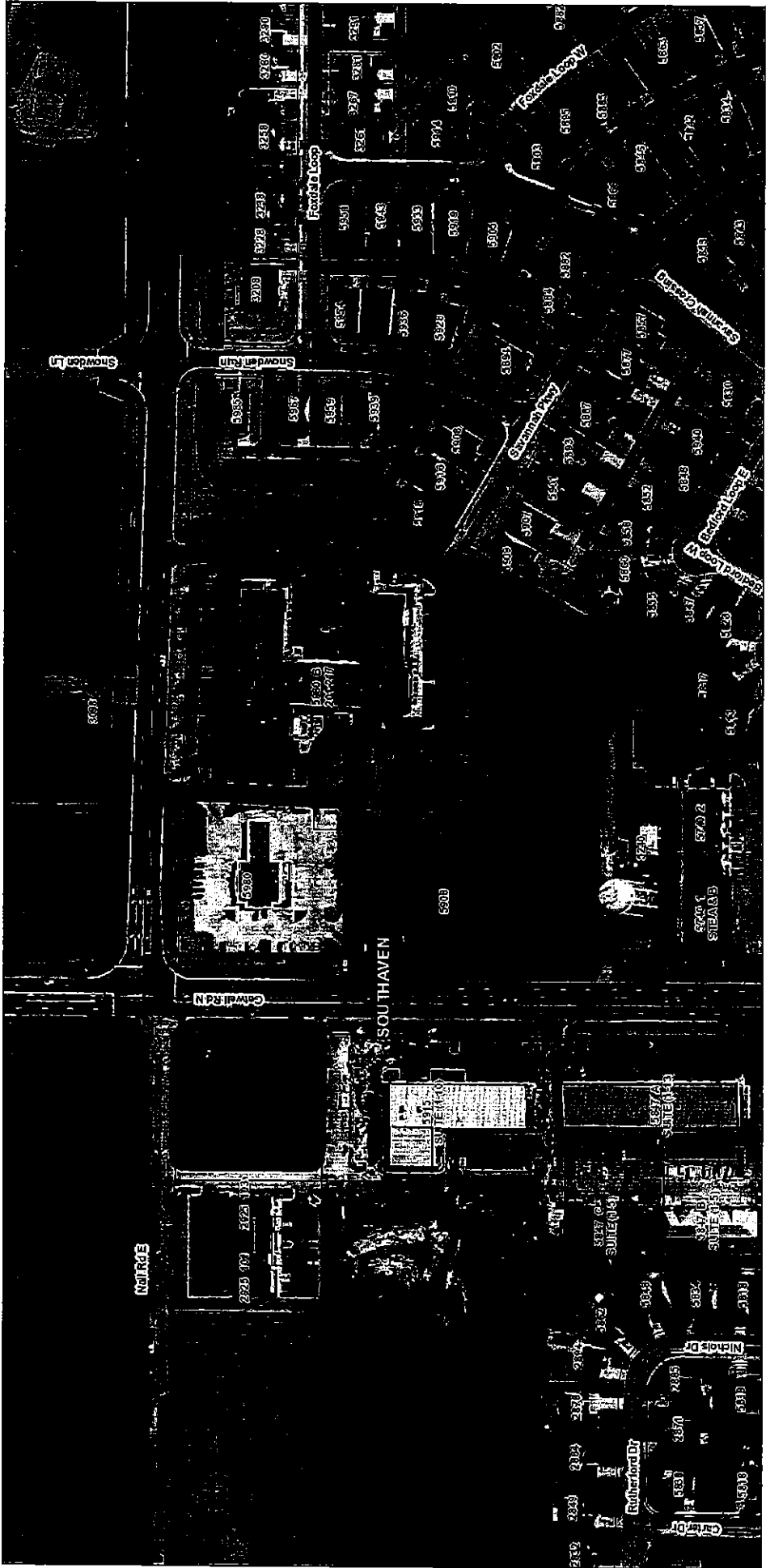
3. The overall density is set at 2.3 per the existing text which the applicant is requesting to increase to 2.45 to allow for the decrease in the square footage footprint. This would also include a unit density change from 24 to 65 for Area 15 and a total residential change from 659 to 700.

Staff Recommendations:

1. The site is still proposed for mixed use so the designation is not changing and staff does not see an issue with allowing flexibility in the uses for both the first and second floors. Also, allowing for the residential portion on the first floor gives better access for ADA needs of possible residents without the use of an elevator if they so desired. The existing building already had existing office uses on the second floor so the request is already being somewhat met by the existing tenant space usage.
2. Staff does believe that there is a gap in the demographics of Southaven with the young professional who don't require a lot of space. In researching the trending market in both Memphis and Nashville around the downtown central business areas there are mixed use developments which have the same ideology as this and have been extremely successful. The footprints range in size from 593 sq. ft. up to 1,200 sq. ft. which are studio, one and two bedroom designs. This application is requesting to incorporate studio and one bedrooms while leaving the two-bedroom option as is. Staff believes that the requests submitted by the applicant are not detrimental to the site or the area. The existing lofts on lot 2 are 100% occupied and there is always a waiting list for a vacancy so the demand is there for the space along with additional retail/office.
3. It is also a valid fact that an increase in density will assist in bringing more energy to the commercial areas of this corner and that also expands into the overall Snowden District idea. Increasing the density provides more pedestrian traffic into this area for the retail and restaurant components.

Staff is agreeable to the requested changes and recommends approval as submitted.

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April 25, 2019

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SNOWDEN GROVE PUD
AMENDED OUTLINE PLAN TEXT

EXISTING TEXT
~~TEXT REMOVED~~
TEXT ADDED

I. GENERAL STATEMENT

The Snowden Grove Development, a 309± acre tract of land located in Southaven, Mississippi, is a Planned Mixed-Use Development that provides for a compatible and complementary mixture of single-family residential markets and supporting retail-office development. It is the intent of the Developer that the Snowden Grove Development shall maintain an overall neighborhood setting through the use of unifying architectural guidelines and cohesive landscaping criteria. From distinctive entrances into the neighborhoods, as well as corresponding open space, the Snowden Grove Development will establish itself as a unique and carefully planned neighborhood that will stand apart from other developments having its own "Sense of Place" and overall identity.

The Outline Plan and Site Plan shall serve as the land use and transportation plan for development of the site. It is understood that internal roadways and lotting arrangements may be adjusted somewhat at the time of final design to take advantage of topography and other site considerations. The Master Plan Illustration shall serve as the conceptual visual plan for development and a statement of what is the intent of development. It is not intended as a blueprint for buildings, or a specific circulation plan within the office and retail areas.

The purpose of this General Statement is to set forth the conceptual vision of the Snowden Grove Planned Unit Development as depicted in the Master Plan Illustration. The actual permitted uses, dimensional regulations, access and circulation, design criteria, etc., for the project shall at all times be governed by the Outline Plan and these Conditions of Approval, along with the Snowden Grove Development Declaration of Covenants, Conditions and Restrictions.

The community will contain a mix of residential markets, which not only reflects the demands of the residential market, but also exemplifies the needs and desires of the residents of DeSoto County. It is anticipated that the various areas may be developed as depicted on the Outline Plan to include:

- A. Areas 1 through 14 - The planned use is limited to single-family detached residential housing.
- B. Areas 15 and 16 - The planned uses are limited to the "C-4" Planned Commercial District as modified herein. Attention shall be given to the relationship of adjacent land uses. Within Area 15, residential and office use shall be permitted ~~on the second floor above retail use~~ as identified on the Outline Plan.
- C. Area 17 - The planned uses are limited to "O" Office District as modified herein. Attention shall be given to the relationship of adjacent land uses.
- D. C.O.S. 1 through 15 - The planned uses are limited to landscaping, signage, architectural elements and neighborhood passive recreation.
- E. Because of the size of the project and the general nature of the preliminary development plan, a final plan for each phase will be required. Prior to the development of a given phase, the Developer will submit to the City, for approval, a final site plan which will illustrate not only the spatial relationship of areas and lots within the phase to be undertaken, but also how those areas and lots relate to adjacent phases, areas and lots. The plan will further provide a statement which outlines how the new phase contributes to the completion of the "whole" project. It is the intent of this provision to help assure that the neighborhood will develop in such a way that each phase is capable of standing on its own as an example of good development practices.

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EXISTING TEXT
~~TEXT REMOVED~~
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II. USES PERMITTED

- A. Area 1
Single-Family Detached residential uses shall be permitted and regulated in the R-30 Low Density Residential Single-Family District as modified herein.
- B. Area 2
Single-Family Detached residential uses shall be permitted and regulated in the R-20 Low Density Residential Single-Family District as modified herein.
- C. Area 3
Single-Family Detached residential uses shall be permitted and regulated in the R-15 Low/Medium Density Residential Single-Family District as modified herein.
- D. Area 4
Single-Family Detached residential uses shall be permitted and regulated in the R-15 Low/Medium Density Residential Single-Family District as modified herein. This area shall be allowed to develop in a private gated manner.
- E. Area 5
Single-Family Detached residential uses shall be permitted and regulated in the R-12 Medium Density Residential Single-Family District as modified herein.
- F. Area 6
Single-Family Detached residential uses shall be permitted and regulated in the R-10 Medium Density Residential Single-Family District as modified herein.
- G. Areas 7, 8, 9, 10, 11, and 12
Single-Family Detached residential uses shall be permitted and regulated in the R-8 Medium Density Residential Single-Family District as modified herein.
- H. Area 13
Single-Family Detached residential uses shall be permitted and regulated in the R-6 Medium Density Residential Single-Family District as modified herein.
- I. Area 14
Single-Family Detached residential uses shall be permitted and regulated in the R-6 Medium Density Residential Single-Family District as modified herein. This area may be developed as a standard residential neighborhood (minimum lot size 6,000 SF) or as a retirement-oriented residential neighborhood (minimum lot size 5,000 SF) and both uses may be developed in a gated manner.
- J. Area 17
Uses shall be permitted and regulated in the "O" Office District as modified herein.

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EXISTING TEXT
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K. Area 15

Uses shall be permitted and regulated in the "C-4" Planned Commercial District as modified herein.

The following uses shall be permitted:

1. Antique store
2. Art or photo studio
3. Bakery, retail
4. Banks, financial services, savings and loan associations (no check cashing only)
5. Barber or beauty shop
6. Bed and Breakfast
7. Bookstore, with or without restaurant
8. Card shop
9. Cleaning establishment pickup station
10. Clothing/shoe store
11. Computer and electronics store
12. Convenience store as conditional use; must have architectural image of square
13. Doctor or dentist offices
14. Drug store or pharmacy
15. Eyeglass store
16. Flower or plant store
17. Furniture store, less than 10,000 SF
18. Grocery store, not to exceed 20,000 SF
19. Health club, health spa, reducing salon and similar uses
20. Jewelry store
21. Medical offices
22. Merchandise showrooms, indoor display
23. Music/dance academy
24. Music recording studio
25. News stand
26. Nutrition/health food store
27. Office uses
28. Pet grooming shop without open kennel
29. Photo finishing and photo finish pickup station
30. Photography studio
31. Post office or postal facility
32. Print shop
33. Restaurants with indoor seating and without drive-in or drive-thru facilities
34. Specialty food store
35. Specialty gift shop
36. Specialty hardware store
37. Veterinary clinic
38. Video/music store
39. Retail shop, sales and services (other similar uses may be approved by the Planning Staff administratively)

L. Area 15

Residential dwellings (lofts) shall be permitted ~~above retail uses~~ and regulated in the mixed-use district, as modified herein and as indicated on the Outline Plan.

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M. Area 15
Office uses shall be permitted ~~above retail uses~~ and regulated in the "O" Office District as modified herein and as indicated on the Outline Plan.

N. Area 16
Uses shall be permitted and regulated in the "C-4" Planned Commercial District as modified herein.

The following uses shall be permitted:

1. Antique store
2. Art or photo studio
3. Auto parts store (retail sales)
4. Banks, financial services, savings and loan associations (no check cashing only)
5. Barber or beauty shop
6. Bookstore, with or without restaurant
7. Card shop
8. Catering establishment
9. Cell phone store
10. Cleaning establishment and pickup station
11. Clothing/shoe store
12. Computer and electronics store
13. Convenience store, with or without gas pumps
14. Doctor or dentist offices
15. Emergency medical facility
16. Eyeglass store
17. Flower or plant store
18. Furniture store
19. Grocery store (requires Site Plan and Design Review Commission approval)
20. Health club, health spa, reducing salon and similar uses
21. Home decorating/paint decorating store
22. Housewares
23. Jewelry store
24. Medical offices
25. Music/dance academy
26. Music recording studio
27. Musical instrument store
28. News stand
29. Nursery school
30. Nutrition/health food store
31. Office uses
32. Pet grooming shop without open kennel
33. Photo finishing and photo finish pickup station
34. Photographic processing or blueprinting
35. Post office or postal facility
36. Print shop
37. Restaurant and carryout restaurant with indoor seating, and without drive-in or drive-thru facilities
38. Specialty food store
39. Specialty gift shop
40. Specialty hardware store

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41. Sporting goods store
 42. Video/music store
 43. Retail shop, sales and services (other similar uses may be approved by the Planning Staff administratively)
- O. Common Open Space – C.O.S. 1 through 15
Common Open Space shall be for the residents of the Snowden Grove Development passive recreational use. Landscaping, passive recreation and architectural elements shall be allowed including, but not limited to pathways, playgrounds, shelters and benches. The community area shall be improved to provide an area for the overall neighborhood to use as an area for community activities.
- P. Accessory uses and structures shall be permitted in accordance with the applicable provisions of the City of Southaven Zoning Ordinance pertaining to the principle use of the property as permitted and provided for in subsections A through O of this Section II.
- Q. The overall project will be developed in a neighborhood-like setting with a strong definition of neighborhood through the use of entranceways, streetscapes, and an interconnecting pedestrian system, which provides for a people-friendly environment.
- R. Concern and attention to common areas, landscaping, views, relationships of buildings and preservation of the pastoral setting shall be evident throughout the neighborhood.
- S. Aesthetic design consideration shall be given to all development on all parcels to assure development compatibility.
- T. The neighborhood will be developed with an interconnecting roadway system, which is designed to take advantage of the site's existing topography and which facilitates development of the site. The roadway system shall provide adequate traffic service levels for occupants of the neighborhood and will become an integral part of the overall transportation system that serves the City of Southaven.
- U. A Declaration of Covenants, Conditions and Restrictions, hereinafter the "Declaration" shall be applicable to all properties within the community. An Owner's Association shall be maintained to assure that development within the neighborhood is completed to the high standards anticipated by the residents of Southaven and to assure that all features and amenities of the neighborhood that are considered to be common assets are continuously maintained in a quality manner. Multiple declarations will be allowed within different types of land uses and/or individual neighborhoods.
- V. The neighborhood will be developed so that it not only preserves and protects existing drainage ways, but also enhances surrounding property. The Snowden Grove Development will reflect sensitivity to adjacent land uses and encourage the highest quality development of the adjacent properties.

It is anticipated that as areas of the neighborhood are developed, the Final Plans will incorporate portions of trails and architectural elements, which will contribute to the overall aesthetic appearance and provide recreational alternatives for residents within the community.

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III. BULK REQUIREMENTS

Development of the community will be guided by the Outline Plan, Preliminary Site Plan, and the area use descriptions provided above. Development of individual parcels must be in compliance with the provisions for dimensional regulations, and access and circulation conditions provided below.

Areas are designated with a Referenced District, referring to zoning districts in the City of Southaven Zoning Ordinance. Other restrictions not specifically addressed here or elsewhere in the conditions (and its attachments) including, but not limited to setbacks, side and rear yard requirements, minimum lot areas, accessory uses, and parking and loading shall be as defined in the City of Southaven Zoning Ordinance as applicable to the Referenced District for the particular parcel in question. Where provisions of this agreement are in conflict with the above-referenced Ordinance, these provisions shall apply.

A. PLAN DATA

AREA	USE	LOT SIZE	ACREAGE	LOTS / UNITS	MAX. DENSITY
1	Estate Lots	30,000 SF	12.62	15	1.19 DU/AC
2	Mini-Estate Lots	20,000 SF	25.68	40	1.56 DU/AC
3	Large Lots	15,000 SF	11.71	22	1.88 DU/AC
4	Large Lots	15,000 SF	17.32	29	1.67 DU/AC
5	Standard Lots	12,000 SF	21.81	55	2.52 DU/AC
6	Medium Lots	10,000 SF	38.44	102	2.65 DU/AC
7	Small Lots	8,000 SF	2.66	9	3.38 DU/AC
8	Small Lots	8,000 SF	6.75	22	3.26 DU/AC
9	Small Lots	8,000 SF	4.52	17	3.76 DU/AC
10	Small Lots	8,000 SF	6.48	23	3.55 DU/AC
11	Small Lots	8,000 SF	5.55	17	3.06 DU/AC
12	Small Lots	8,000 SF	26.29	94	3.58 DU/AC
13	Patio Lots	6,000 SF	23.11	102	4.41 DU/AC
14	Retirement Lots	5,000 SF	19.92	88	4.42 DU/AC
* 15	Upstairs Residential Mixed-Use	-	10.00	24 65	2.40 6.5 DU/AC
SUB-TOTAL			232.86	659 700	
C.O.S. 1	Common Open Space		21.18		
C.O.S. 2	Common Open Space		10.48		
C.O.S. 3	Common Open Space		1.55		
C.O.S. 4	Common Open Space		1.15		
C.O.S. 5	Common Open Space		10.14		
C.O.S. 6	Common Open Space		2.66		
C.O.S. 7	Common Open Space		0.67		
C.O.S. 8	Common Open Space		0.12		
C.O.S. 9	Common Open Space		0.47		
C.O.S. 10	Common Open Space		0.58		
C.O.S. 11	Common Open Space		1.33		
C.O.S. 12	Common Open Space		0.93		
C.O.S. 13	Common Open Space		0.20		
C.O.S. 14	Common Open Space		0.84		
C.O.S. 15	Common Open Space		0.58		
SUB-TOTAL			52.88		
TOTAL RESIDENTIAL			285.74	659 700	2.30 2.45 DU/AC
17	Office	61,593.8 SF	7.07		0.20 FAR
TOTAL OFFICE		61,593.8 SF	7.07		
*15	Neighborhood Retail	108,900 SF	10.00		0.25 FAR
16	Neighborhood Retail	159,756.3 SF	15.24		0.25 FAR
TOTAL RETAIL		268,656.30 SF	25.24		
NAIL ROAD DEDICATION			1.74		
** SUMMARY TOTAL			309.79		

** Acreage for Summary Total reflects Area 15 (10.00 AC) being counted once.

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Total Site Area	309.79	AC
Retail Area	25.24	AC
Office Area	7.07	AC
Neighborhood Acreage	285.74	AC
Overall Neighborhood Density	2.30 2.45	DU/AC
Neighborhood Open Space (C.O.S. 1-15)	52.88	AC/19%

Note: C.O.S. acreage does not include medians within roadways.

The land use density is based on gross open space and residential acreage. The total development density is ~~2.30~~ 2.45 dwelling units per acre. The actual acreage of individual development areas may vary slightly subject to final design and final engineering.

B. Design standards for single-family detached residences:

1. Areas 1, 2, and 4
The minimum heated square footage of a house will be 2,200 square feet. These areas are exclusive of open porches, garages and basements.
2. Areas 3, 5, and 11
The minimum heated square footage of a house will be 2,000 square feet. These areas are exclusive of open porches, garages and basements.
3. Areas 6, 7, 8, 9, 10, 12, and 13
The minimum heated square footage of a house will be 1,800 square feet. These areas are exclusive of open porches, garages and basements.
4. Area 14
The minimum heated square footage of a house will be 1,500 square feet. These areas are exclusive of open porches, garages and basements.
5. Area 15
The minimum heated square footage of a single-family loft, ~~above retail use,~~ shall be ~~1,300~~ 650 square feet. These areas are exclusive of open porches, garages, and basements.
6. Two-car garages shall be included in the construction of all single-family detached residences. An 18-foot garage setback is required for all areas rear loaded by a service drive. Homes shall be a minimum of 2/3 brick or masonry-type construction.

C. Minimum Building Setback for Residential Uses:

- | | |
|----------------------------|---------|
| 1. Area 1 | |
| Minimum Front Yard Setback | 40 feet |
| Minimum Side Yard Setback | 25 feet |
| Minimum Rear Yard Setback | 30 feet |
| 2. Area 2 | |
| Minimum Front Yard Setback | 40 feet |
| Minimum Side Yard Setback | 15 feet |
| Minimum Rear Yard Setback | 30 feet |

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3. Area 3
 - Minimum Front Yard Setback 35 feet
 - Minimum Side Yard Setback 10 feet
 - Minimum Rear Yard Setback 20 feet
4. Area 4
 - Minimum Front Yard Setback 30 feet
 - Minimum Side Yard Setback 10 feet
 - Minimum Rear Yard Setback 20 feet
5. Areas 5 and 6
 - Minimum Front Yard Setback 30 feet
 - Minimum Side Yard Setback 7.5 feet
 - Minimum Rear Yard Setback 25 feet
6. Areas 7, 8, 9, 10, and 12
 - Minimum Front Yard Setback 25 feet
 - Minimum Side Yard Setback 5 feet
 - Minimum Rear Yard Setback 20 feet
7. Area 11
 - Minimum Front Yard Setback 30 feet
 - Minimum Side Yard Setback 5 feet
 - Minimum Rear Yard setback 25 feet
8. Areas 13 and 14
 - Minimum Front Yard Setback 20 feet
 - Minimum Side Yard Setback 5 feet
 - Minimum Rear Yard Setback 18 feet

Homes accessed by service drive from the rear shall provide two (2) additional parking spaces located behind the garage within the rear yard setback.

9. Area 15
 - Setbacks shall conform to the retail building setbacks as defined within this document.

D. Minimum Building Setback for Non-Residential uses:

1. Area 15
 - Getwell Road and Nail Road Setback 60 feet
 - Interior Side Yard 15 feet
 - Interior Front Yard Setback 30 feet
 - Setback Adjacent to Residential 50 feet
 - Setback Minimum between Buildings 30 feet
2. Area 16
 - Getwell Road and Church Road Setback 60 feet
 - Setback Adjacent to Residential 50 feet

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- 3. Area 17
 - Getwell Road Setback 60 feet
 - Setback Adjacent to Residential 50 feet
 - Setback between Office Buildings 50 feet
- E. Maximum heights shall be as follows:
 - 1. Residential uses - 35 feet
 - 2. Areas 16 and 17
 - Retail and Office - 35 feet
 - 3. Area 15
 - Retail and Residential - 40 feet
 - Retail and Office - 35 feet
- IV. ROADWAYS, ACCESS, AND CIRCULATION
 - A. Getwell Road, Church Road, and Nail Road shall be dedicated 53 feet from centerline in accordance with the City of Southaven Design Standards.
 - B. All internal public streets shall be dedicated and improved in accordance with the City of Southaven Design Standards, as modified herein.
 - C. Areas 15, 16, and 17 shall provide an internal egress/ingress cross easement along frontage of Getwell Road, Nail Road, and Church Road frontages.
 - D. Parking and loading spaces shall be in accordance with the Zoning Ordinance requirements.
 - E. All dedicated public improvements required herein shall be made to the specifications of the City of Southaven.
 - F. Roads within the Estate Lots and Mini-Estate Lots (Areas 1 and 2) may be improved with a rural street cross-section. Transition between rural and urban pavement width shall be consistent within designated driving surface system.
 - G. Roads within Areas 4 and 14, if developed as private gated areas, shall be allowed private streets with an alternative right-of-way.
- V. LANDSCAPING, SCREENING, AND OPEN SPACE
 - A. Open space/common areas within The Neighborhood at Snowden Grove include approximately 53 acres of common open space. This totals 19% of the residential portion of the community. These calculations do not include roadway medians.
 - B. Streetscape within Area 3 includes a 20-foot median and shall be in accordance with Plate 1.
 - C. Streetscape within Area 6 includes a 30-foot median and shall be in accordance with Plate 2.
 - D. Streetscape area for non-residential areas along Goodman Road, Nail Road, and Church Road shall be a minimum of 20 feet in width in accordance with Plate 3.

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- E. Streetscape areas for reverse frontage residential lots along Goodman Road, Nail Road, and Church Road shall be a minimum of 40 feet in width in accordance with Plate 4.
- F. Buffer requirements between neighborhood retail (Areas 15 and 16) and residential land uses shall be a minimum of 30 feet in width and in accordance with Plate 5.
- G. Buffer areas between office, Area 17, and residential land uses shall be a minimum of 30 feet in width and in accordance with Plate 5.
- H. Pedestrian streetscape easement within Areas 13 and 14 shall be 15 feet in width and in accordance with Plate 6.
- I. Buffer easement area between Area 13 and the City of Southaven property shall be a minimum of 15 feet in width and in accordance with Plate 7.
- J. Medians, streetscape areas, and neighborhood greens shall be maintained by the Homeowner's Association and/or Business Association.
- K. To further enhance the neighborhood-like setting of the Development, a premium will be placed on the preservation of the natural tree cover within greenways and other unique characteristics of the landscape. This is deemed necessary in order to maintain a sense of natural amenity and to preserve the intrinsic environmental values and continuity of mature, native tree cover within greenways as a wildlife habitat and as protection against erosion and contamination by runoff on the site. Particular attention shall also be given to grade changes and other work adjacent to the trees designated to be preserved. Existing grades, drainage and aeration shall be maintained around the trees to be saved. At the time each Final Plan is submitted, a tree protection plan shall be submitted for that phase.
- L. Required landscaping shall not conflict with any existing easements.
- M. The Planning Commission may make minor modifications at the request of the Developer to the bulk, access, parking, circulation, signage, lighting, landscaping and other site design requirements if equivalent alternatives are provided; however, the Planning Commission shall not increase the intensity or modify the uses permitted on the property without approval by the Mayor and Board of Aldermen.

VI. SIGNS – RETAIL AND OFFICE AREAS

- A. The minimum sign setback from any public right-of-way shall be 5 feet, excluding directional and stop signs.
- B. Portable and temporary signs shall not be permitted, with the exception of temporary construction signs and real estate signs.
- C. Signage within the "O" Office District (Area 17) shall be regulated by the Office District Requirements as modified herein.
- D. Signage within the "C-4" Planned Commercial District (Areas 15 and 16) shall be regulated by the "C-4" Planned Commercial District Requirements as modified herein.

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Signage - Retail and Office Areas (Areas 15, 16, and 17)

A. Design Criteria

1. Signage should be consistent in size, material, and location within each development area.
2. Signage shall conform to the architectural character of the building/development in terms of style, location, size, configuration, materials, and color. (Blade type signs shall be allowed within Area 15.)
3. Illumination of Signs:
 - Signs adjacent to residential neighborhoods shall be backlit, not internally lit.
 - Internally lit or neon signs are prohibited in windows.
 - Exposed bulbs or exposed neon is prohibited.
 - Animated, blinking, or flashing signs are prohibited.
 - Only logos may be located on service station canopies.
 - Beacon lights are prohibited.
4. Exposed neon or illuminated bands of color or light shall not be used as a building design element.
5. Within shopping centers with more than five tenants, a uniform sign policy shall be submitted for approval at the time of Final Plan. The sign policy shall outline the colors, type, illumination, size, and location of all signage within the center. The benefit of sign policies is they allow sign applications that are in conformance with an approved sign policy to be approved at the staff level.
6. Where multiple tenants occupy one parcel, a project sign shall be installed rather than each tenant having an individual monument sign. (Maximum sign height – 30 feet).
7. All business signs shall face a public street and not be located on the rear or side of buildings.
8. No wording other than the name of the business and street address shall be permitted. Telephone numbers are not permitted.
9. Signs should not be of a design or material that attracts attention excessively and disrupts the public environment. Specifically, these are signs which:
 - Are an illumination of traffic signals or may be confused with them.
 - Have moving parts.
 - Have reflective materials, pulsating light, strobe lights or are beacons.
 - Have guy wires or unsightly bracing.
 - Pole signs, roof signs and advertising signs, including but not limited to billboard signs.
10. Ground-mounted signs shall be separated from adjacent monument signs by a minimum of 100 feet of horizontal separation. Ground-mounted signs shall be placed in the middle of the lot frontage where practical so as not to impede visibility from entrances and exits.
11. Ground-mounted signs shall have a two-foot tall base and shall be landscaped. The sign base shall have a solid skirt and not consist of exposed poles.
12. One ground-mounted sign shall be permitted per street frontage of a singular building.
13. All signs and components shall be kept in good repair and in safe, neat, clean, and attractive condition.
14. Ground Sign: A sign mounted at ground level; the bottom face of which shall be twenty-four (24) inches from the surrounding natural grade.
15. Maximum Height: No sign shall be more than six feet in height from surrounding natural grade.
16. Maximum Length: No sign shall be more than eight feet in length at any point.

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TEXT ADDED

Business Signs - Retail and Office Areas (Areas 15, 16, and 17)

- A. Each ground floor occupant of a business structure is permitted one business sign facing each street upon which his business fronts. The area of said sign or signs shall not exceed one and one-half (1½) square feet of sign for every foot of front footage of the applicable building, subject to the following restrictions:
1. The maximum square footage sign allotment shall not exceed one hundred fifty (150) square feet, except as provided herein.
 2. Where the front footage of a building would allow for more than the maximum sign size as stated in (1) above, additional sign square footage may be allowed by the City of Southaven Design Review Commission. This additional square footage shall not exceed 1½ square feet per linear foot of building, and shall not exceed a maximum sign size of 300 square feet.
 3. Where frontage is on more than one street, only the signs computed with the front footage along that street shall face that street; but in no case shall the total square footage of signs exceed one hundred fifty (150) square feet, except where additional square footage has been approved by the City of Southaven Design Review Commission as cited in (2) above.
 4. In those instances where a building frontage is less than 100 linear feet, the Southaven Design Review Commission may vary the maximum square footage allowed for that building by a figure not to exceed ten percent (10%).
- B. The business sign may be a ground sign, wall sign, or permanent window sign, subject to the following restrictions:
1. Wall signs shall not be higher than the roof line of the building or eighteen (18) feet, whichever is lower.
 2. Ground signs in retail and office districts shall be a maximum of 32 square feet (4 feet x 8 feet) and shall be situated at least ten (10) feet from the pavement edge or curb of a public street or outside the public right-of-way, whichever is further. Berms or landscaping shall not be allowed for the purpose of elevating signage, except as provided through the site plan review process.

VII. LIGHTING – RETAIL AND OFFICE AREAS (Areas 15, 16, and 17)

- A. Site and Parking Area Lighting
- Some form of site lighting should be provided for all developments. Such lighting shall be designed to be part of the architectural and landscape themes of the site. Providing illumination is important as a crime deterrent. However, to reduce adverse impacts on adjacent sites and minimize energy consumption, the intensity and location of lighting should be the minimum necessary for safety. The following design criteria shall apply to all lighting that is provided:
1. Site or parking area lighting shall not cast light beyond property boundaries. Where necessary, cut-off devices or shields should be installed to avoid light throw onto adjacent sites. Light fixtures shall be installed so the light is directed toward the ground, rather than parallel to the ground.
 2. Lighting levels should be as even as possible.
 3. The height of light fixtures should be in proportion to the building mass. However, light fixtures shall not exceed 25 feet in height.
 4. Light fixtures should be compatible in style with associated buildings.

Minutes, City of Southaven, Southaven, Mississippi

UPDATED MARCH 2019

EXISTING TEXT
~~TEXT REMOVED~~
TEXT ADDED

5. Lighting should be compatible with adjacent sites. Metal halide fixtures are recommended for all exterior lighting applications.
6. All electrical service shall be underground. Electrical transformers shall be positioned in the rear yard where practical and shall be appropriately screened with plant materials.
7. The use of creative lighting in landscaped compositions is encouraged, including but not limited to uplighting, downlighting accent lighting and façade lighting. To prevent glare, fixtures shall not be aimed toward sidewalks, pathways, driveways, or public rights-of-way in such a manner as to distract travel.
8. Night lighting of buildings should be done in a selective fashion. Special features may be highlighted; however, lighting which results in a daylight appearance shall be avoided.

VIII. DRAINAGE FACILITIES AND SERVICES

- A. The stormwater drainage system shall be designed and constructed to the standards of the City of Southaven Stormwater Management Program.
- B. The drainage plan submitted to the City Engineer must include written determination from the Mississippi Department of Health and Environment regarding their jurisdiction over the water courses on this site.
- C. All public storm drainage shall require a public easement.
 1. The following note shall be placed on the final plat of any development requiring on-site stormwater detention facilities: The areas denoted by "Reserved for Stormwater Detention" shall not be used as a building site or filled without first obtaining written permission from the City Engineer. Stormwater detention systems located in these areas, except for those parts located in a public drainage easement, shall be owned and maintained by the respective property owner. Such maintenance shall be performed so as to insure that the system operates in accordance with the approved plan on file in the City Engineer's office. Such maintenance shall include, but are not limited to removal of sedimentation, fallen objects, debris, trash, mowing, outlet cleaning and repair of drainage structures.

IX. SANITARY SEWER FACILITIES AND SERVICE

- A. A Master Sanitary Sewer Plan shall be submitted at the time Phase One Development Site Plan is submitted for review and approval.
- B. The Developer, in accordance with specifications of the City of Southaven, shall provide all sewer lines within the development.
- C. Sizes of sanitary sewer lines shall be determined at the time the final construction plans are submitted to the City Engineer.

Minutes, City of Southaven, Southaven, Mississippi

UPDATED MARCH 2019

EXISTING TEXT
~~TEXT REMOVED~~
TEXT ADDED

X. WATER SERVICE

- A. A Master Water Plan shall be submitted at the time Phase One Development Site Plan is submitted for review and approval.
- B. Public water to be provided by the City of Southaven.

XI. PHASING

- A. The Phasing Plan for the Snowden Grove Planned Unit Development for initial development stages is shown on the Phasing Plan, Exhibit N. Because of the size of the development, any Phasing Plan illustrated is subject to change by way of development market needs and the overall market economy.

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Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION GRANTING AUTHORITY TO CLEAN PRIVATE PROPERTY

WHEREAS, the governing authorities of the City of Southaven, Mississippi, have received numerous complaints regarding the parcel of land located at the following address, to-wit:

- 1676 Custer Drive
- 1744 Northfield Drive
- 1354 Main Street
- Parcel # 1078280000001304
- Parcel # 1078282200000300
- Parcel # 2072030000000300
- Parcel # 2072040000000905
- Parcel # 2072040000000903
- Parcel # 2072040000000909
- Parcel # 2072101700000300
- Lot 1 & 3
- 4042 Courtyard Drive
- Parcel # 1078340000001400
- Lot 1
- Parcel # 1078340000001400
- Lot 2
- 2674 Champion Hills Drive
- 465 Church Road West
- Parcel # 2081120400000200
- Parcel # 2081020000004004
- lots total 3
- 5288 Russell Drive
- 4400 Chalice Drive
- 1122 Warwick Place
- 2610 Forest Bend Drive
- Parcel # 2072040000000901

to the effect that the said parcel of land has been neglected whereby the grass height is in violation and there exist other unsafe conditions and that the parcel of land in the present condition is deemed to be a menace to the public health and safety of the community.

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code Annotated (1972), the governing authorities of the City of Southaven, Mississippi, provided the owners of the above described parcel of land with notice of the condition of their respective parcel of land and further provided them with notice of a hearing before the Mayor and Board of Aldermen on Tuesday, May 21, 2019, by United States mail and by

Minutes, City of Southaven, Southaven, Mississippi

posting said notice, to determine whether or not the said parcel of land were in such a state of uncleanness as to be a menace to the public health and safety of the community.

WHEREAS, none of the owners of the above described parcel of land appeared at the meeting of the Mayor and Board of Aldermen on Tuesday, May 21, 2019, to voice objection or to offer a defense.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Mayor and Board of Alderman of the City of Southaven, Mississippi, that the above described parcel of land located at:

- 1676 Custer Drive
- 1744 Northfield Drive
- 1354 Main Street
- Parcel # 1078280000001304
- Parcel # 1078282200000300
- Parcel # 2072030000000300
- Parcel # 2072040000000905
- Parcel # 2072040000000903
- Parcel # 2072040000000909
- Parcel # 2072101700000300
- Lot 1 & 3
- 4042 Courtyard Drive
- Parcel # 1078340000001400
- Lot 1
- Parcel # 1078340000001400
- Lot 2
- 2674 Champion Hills Drive
- 465 Church Road West
- Parcel # 2081120400000200
- Parcel # 2081020000004004
- lots total 3
- 5288 Russell Drive
- 4400 Chalice Drive
- 1122 Warwick Place
- 2610 Forest Bend Drive
- Parcel # 2072040000000901

is deemed in the existing condition to be a menace to the public health and safety of the community.

BE IT FURTHER RESOLVED that the City of Southaven shall, if the owners of the above described parcel of land do not do so themselves, immediately proceed to

Minutes, City of Southaven, Southaven, Mississippi

clean the respective parcel of land, by the use of municipal employees or by contract, by cutting weeds and grass and removing rubbish and other debris.

Following the reading of this Resolution, it was introduced by Alderman Payne and seconded by Alderman Kelly. The Resolution was then put to a roll call vote and the results were as follows, to-wit:

ALDERMAN	VOTED
Alderman Kristian Kelly	YES
Alderman Charlie Hoots	YES
Alderman George Payne	YES
Alderman Joel Gallagher	YES
Alderman John David Wheeler	YES
Alderman Raymond Flores	ABSENT

The Resolution, having received a majority vote of all Aldermen present, was declared adopted on this, the 21st day of May, 2019.

CITY OF SOUTHAVEN, MISSISSIPPI BY:


DARREN MUSSELWHITE

MAYOR

ATTEST:


ANDREA MULLEN
CITY CLERK
(SEAL)



Minutes, City of Southaven, Southaven, Mississippi

Network: May 6, 2019, 9:49:16 AM CDT

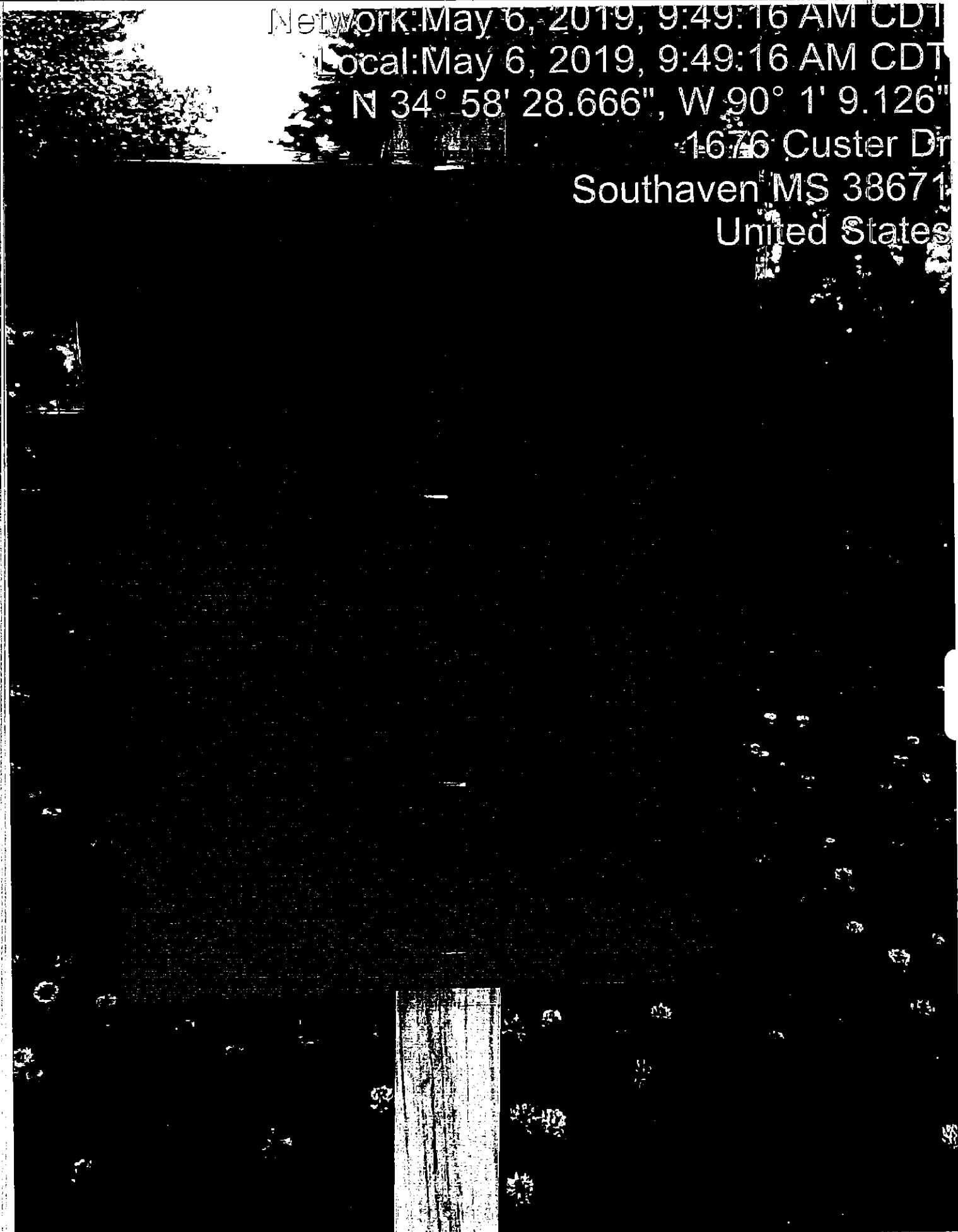
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1676 Custer Dr

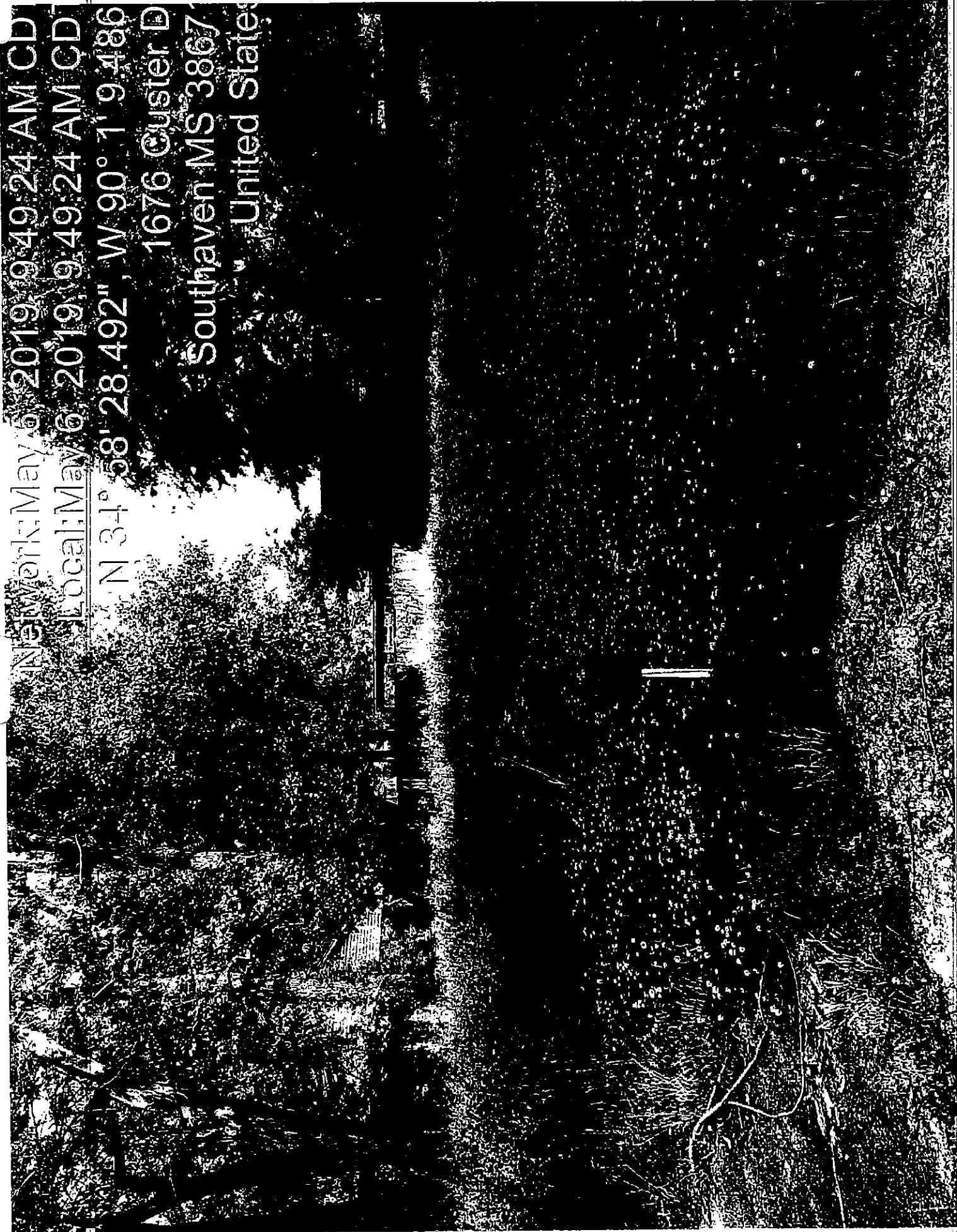
Southaven MS 38671

United States



Minutes, City of Southaven, Southaven, Mississippi

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1676 Custer D
Southaven MS 3867
United States



Minutes, City of Southaven, Southaven, Mississippi

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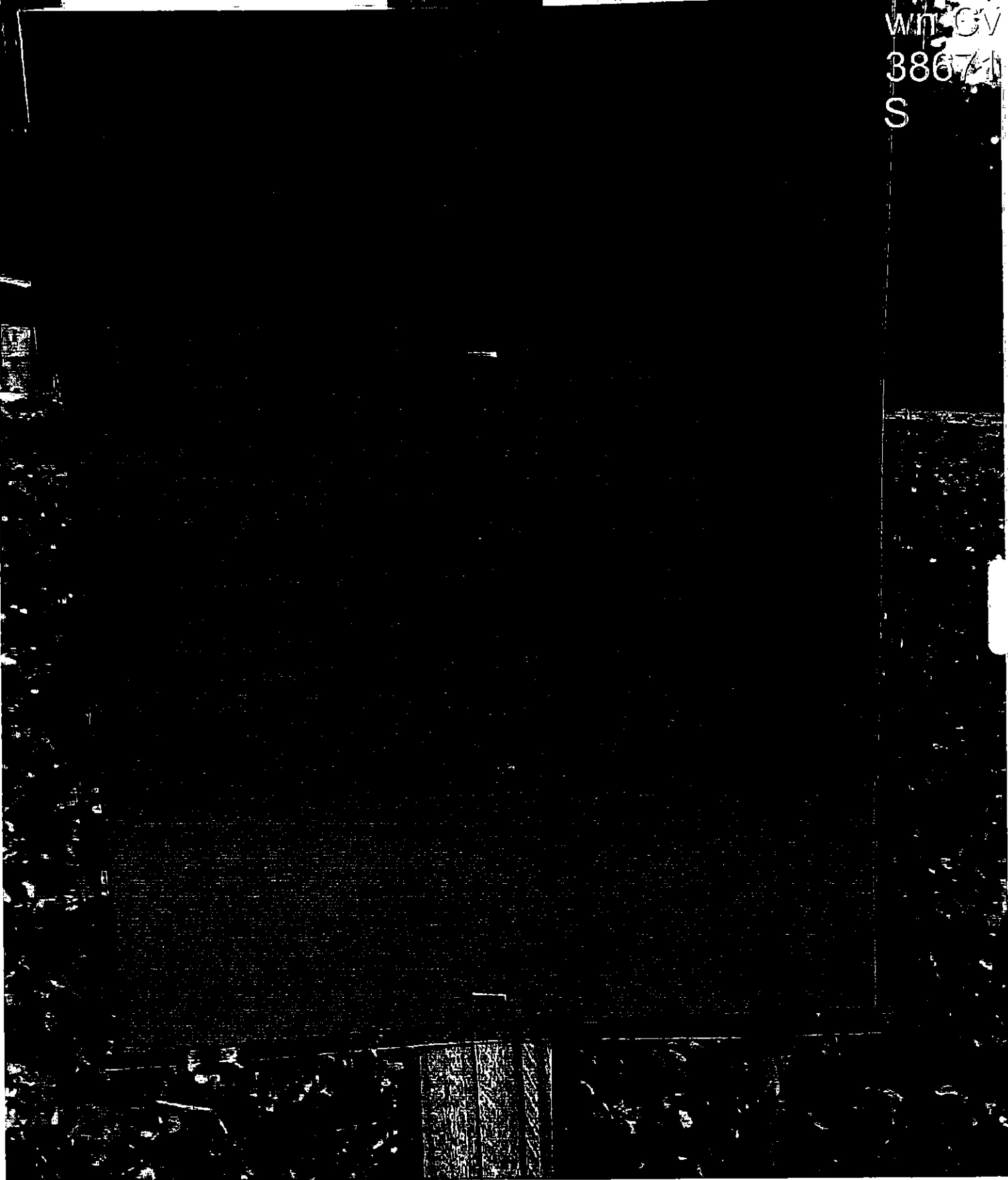
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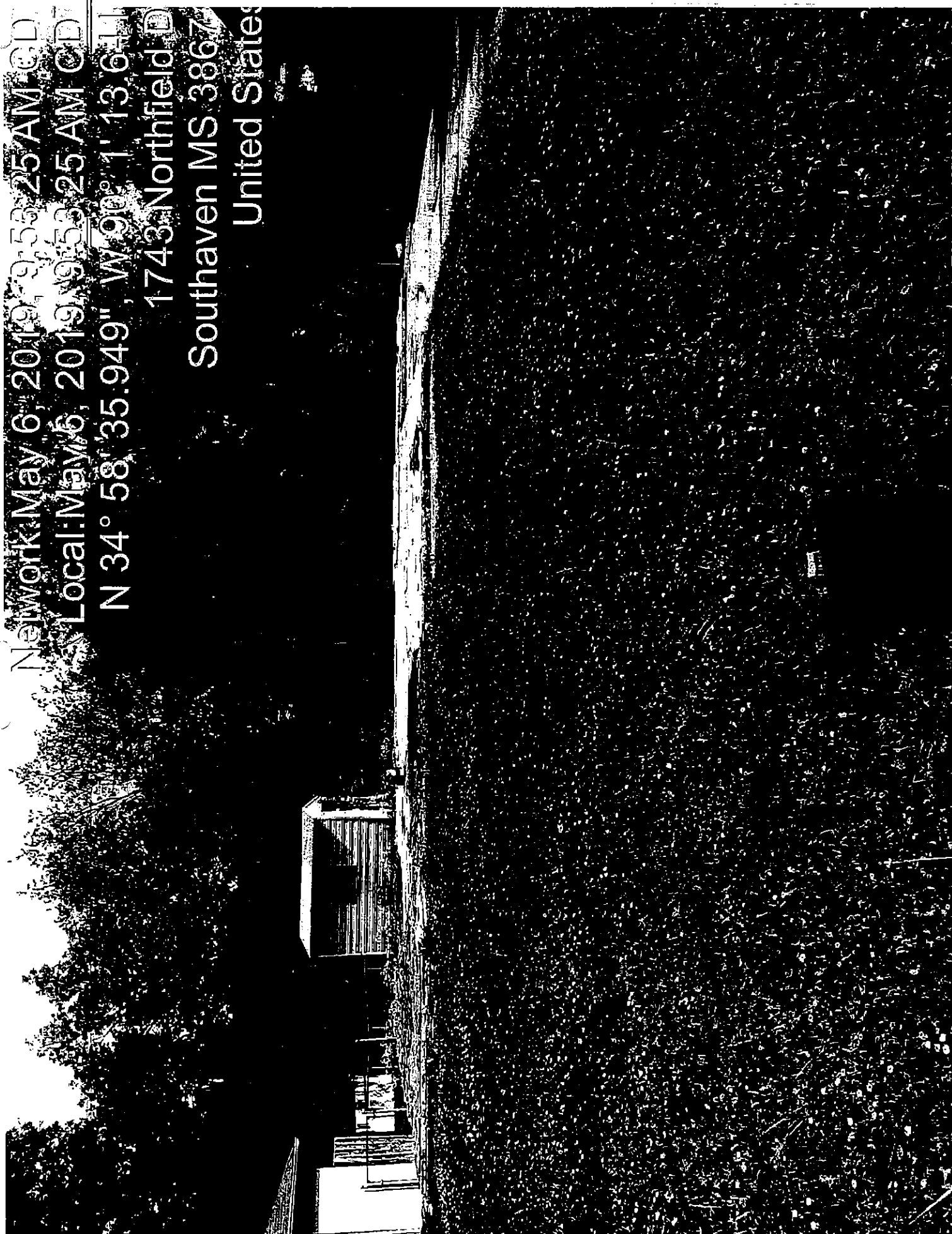
38671

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Minutes, City of Southaven, Southaven, Mississippi

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Southaven MS 3867
United States



Minutes, City of Southaven, Southaven, Mississippi

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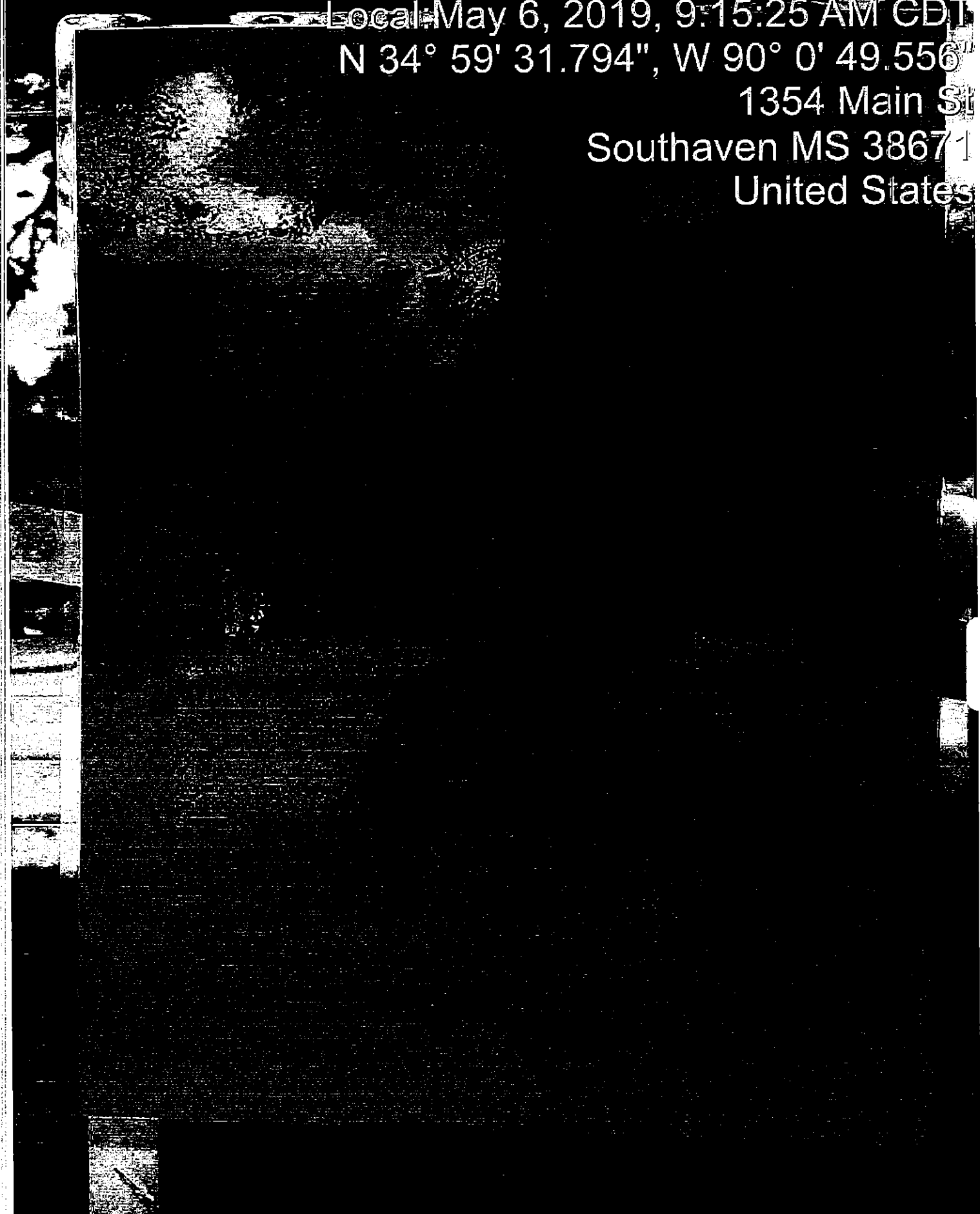
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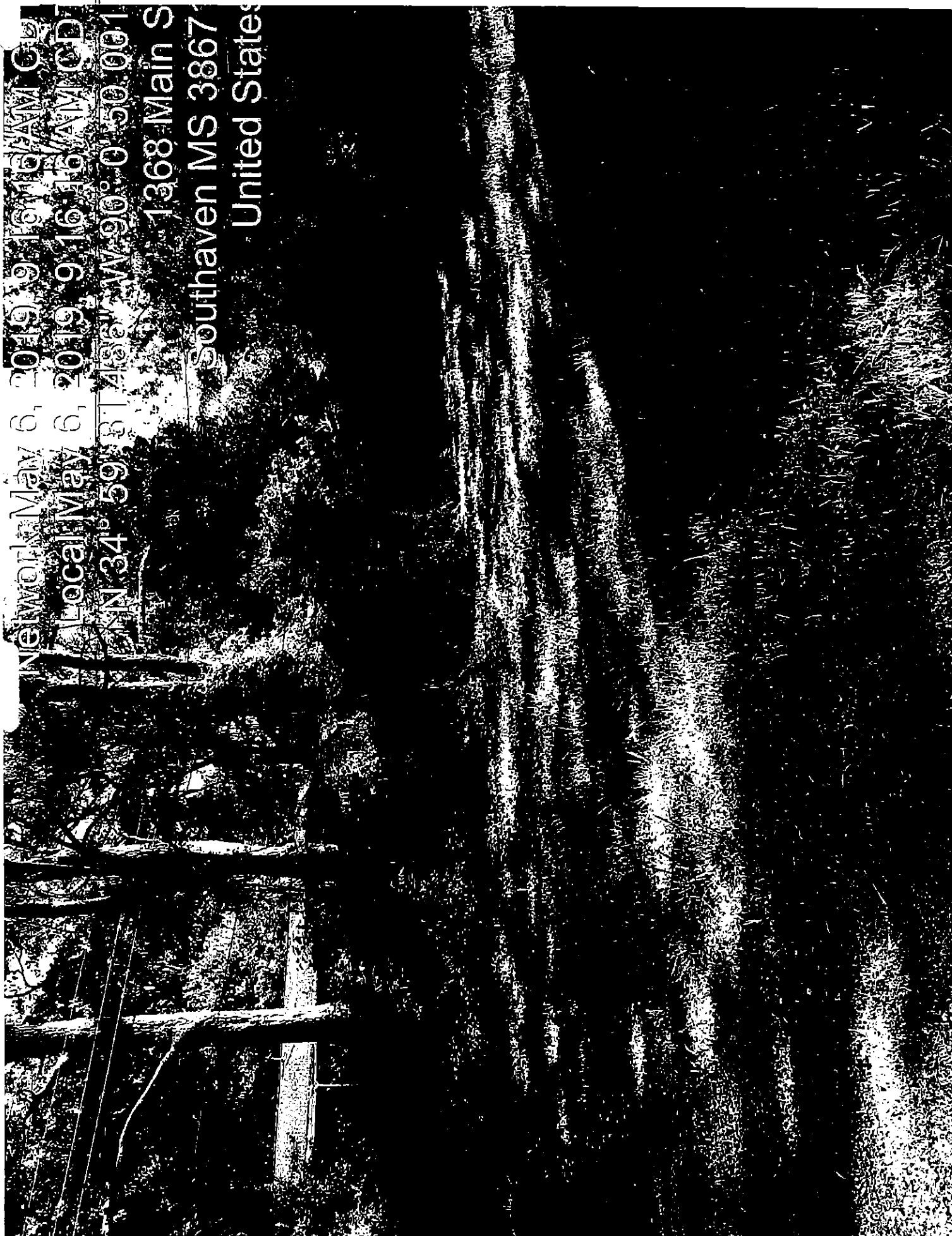
1354 Main St

Southaven MS 38671

United States

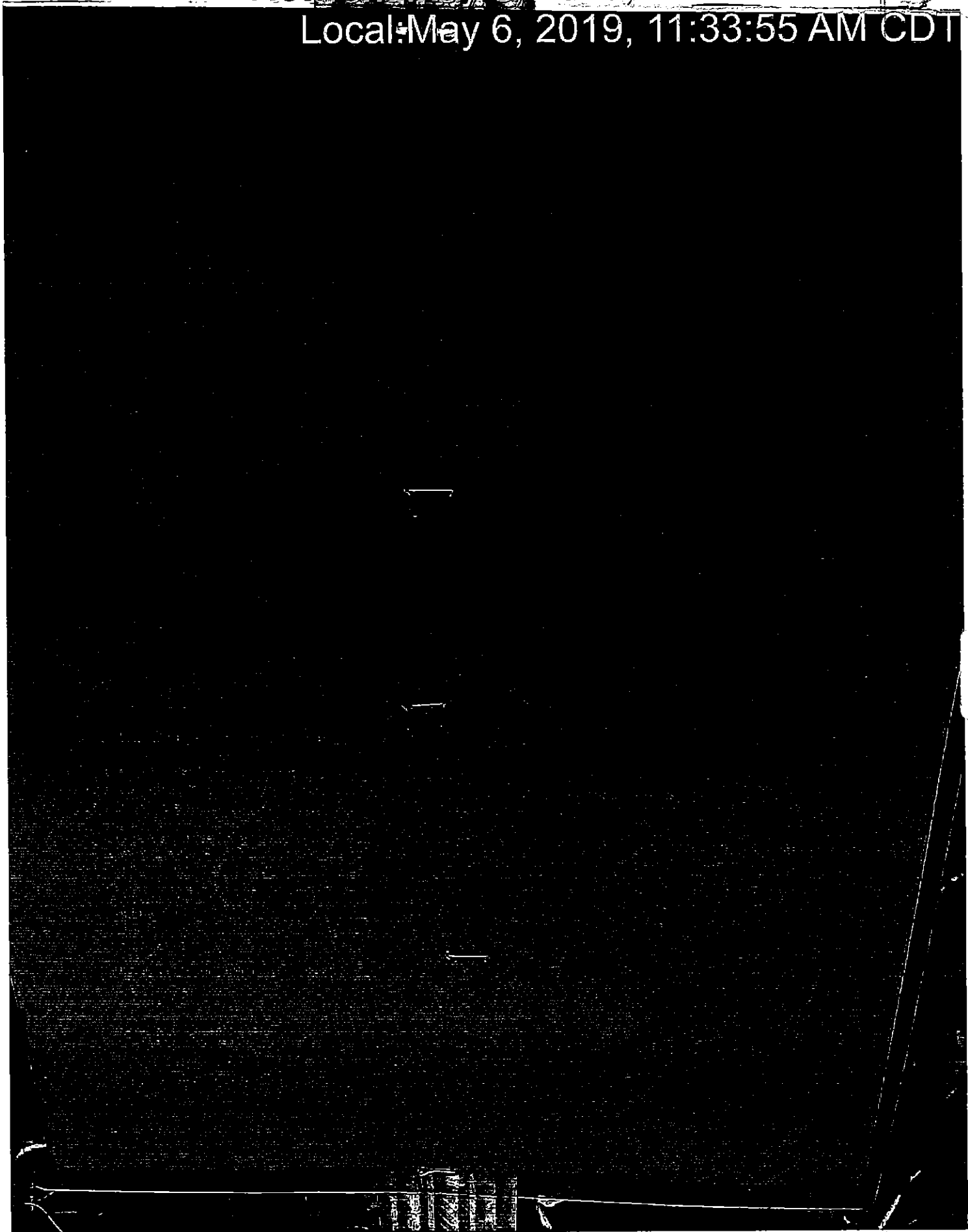


Minutes, City of Southaven, Southaven, Mississippi



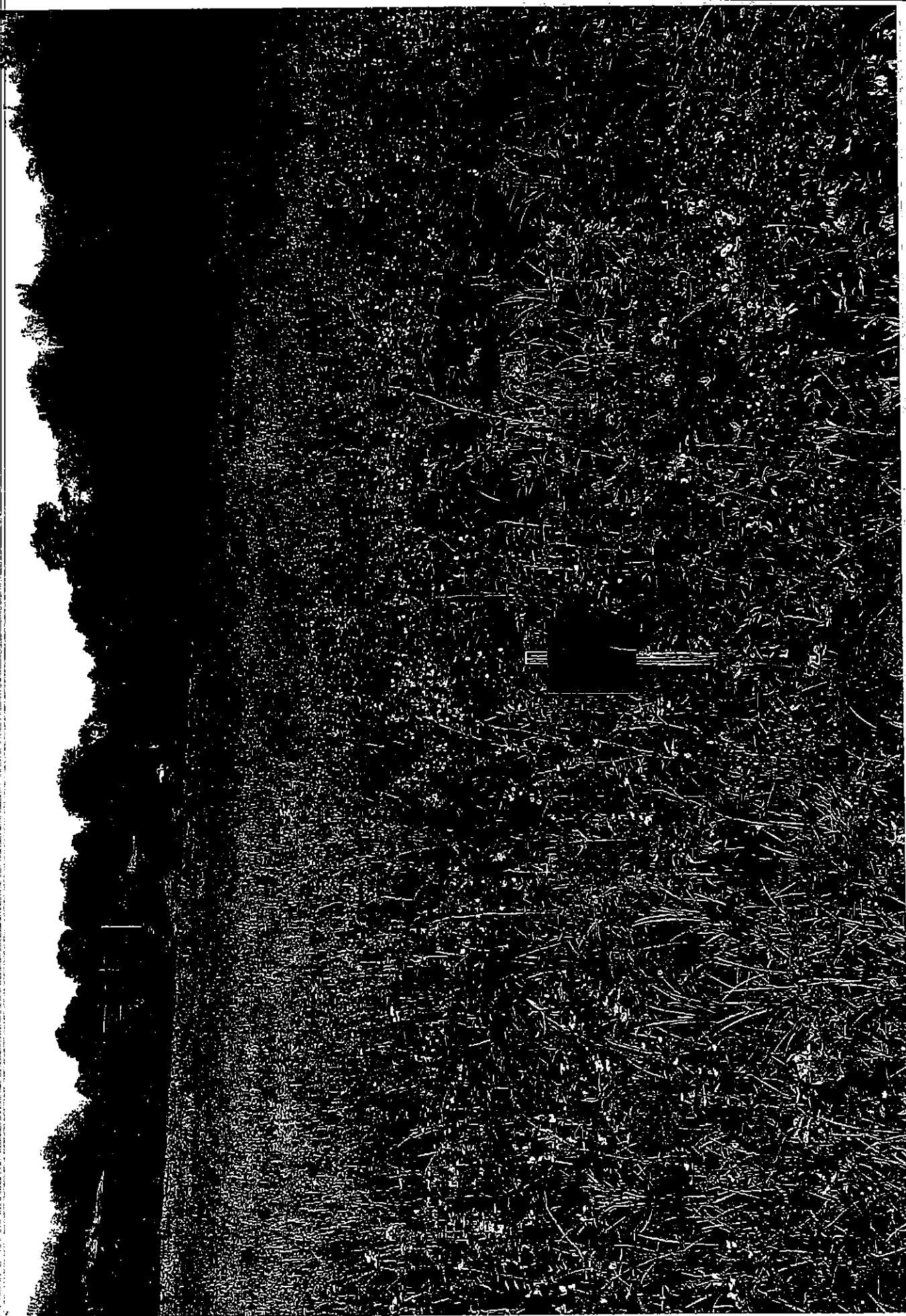
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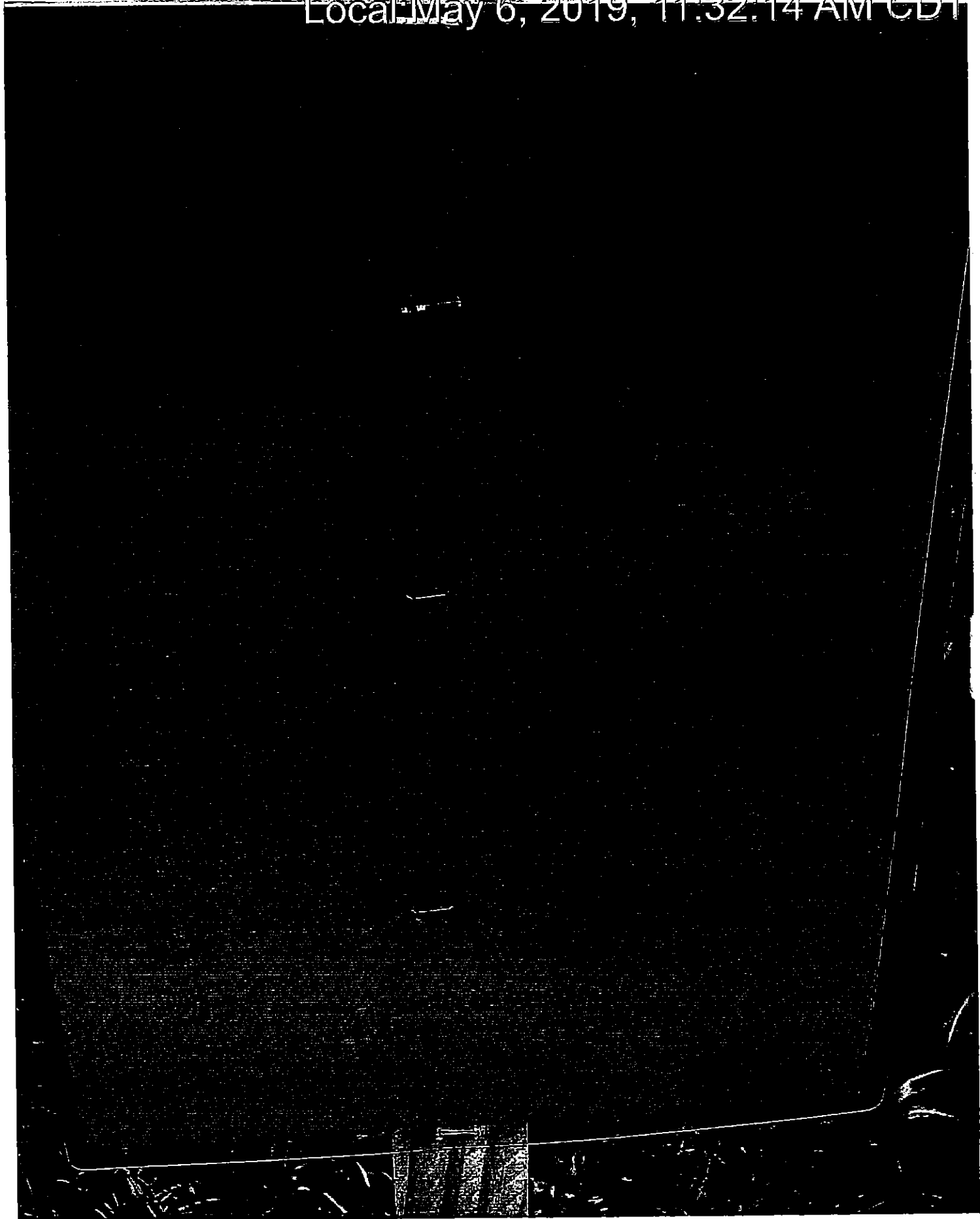
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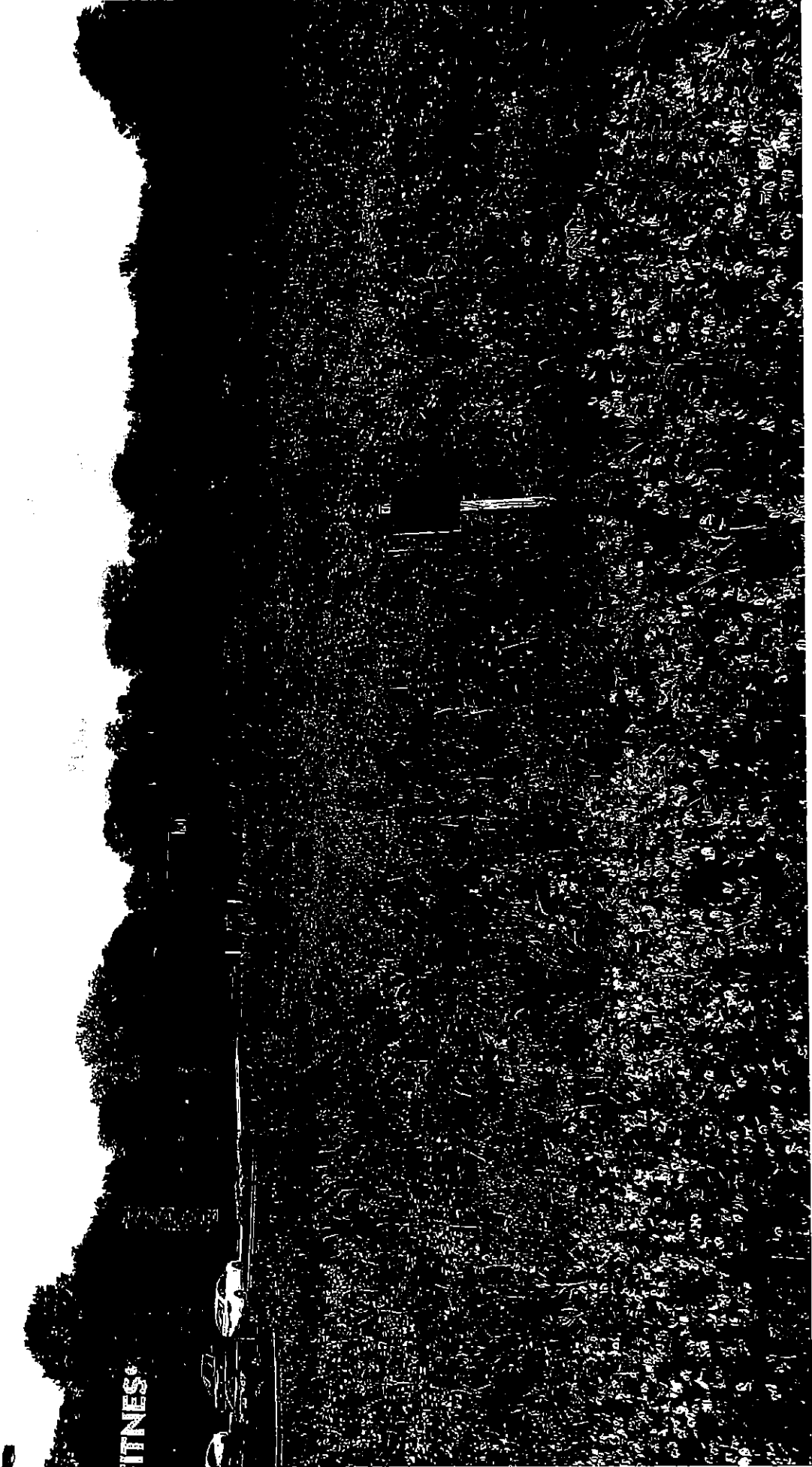
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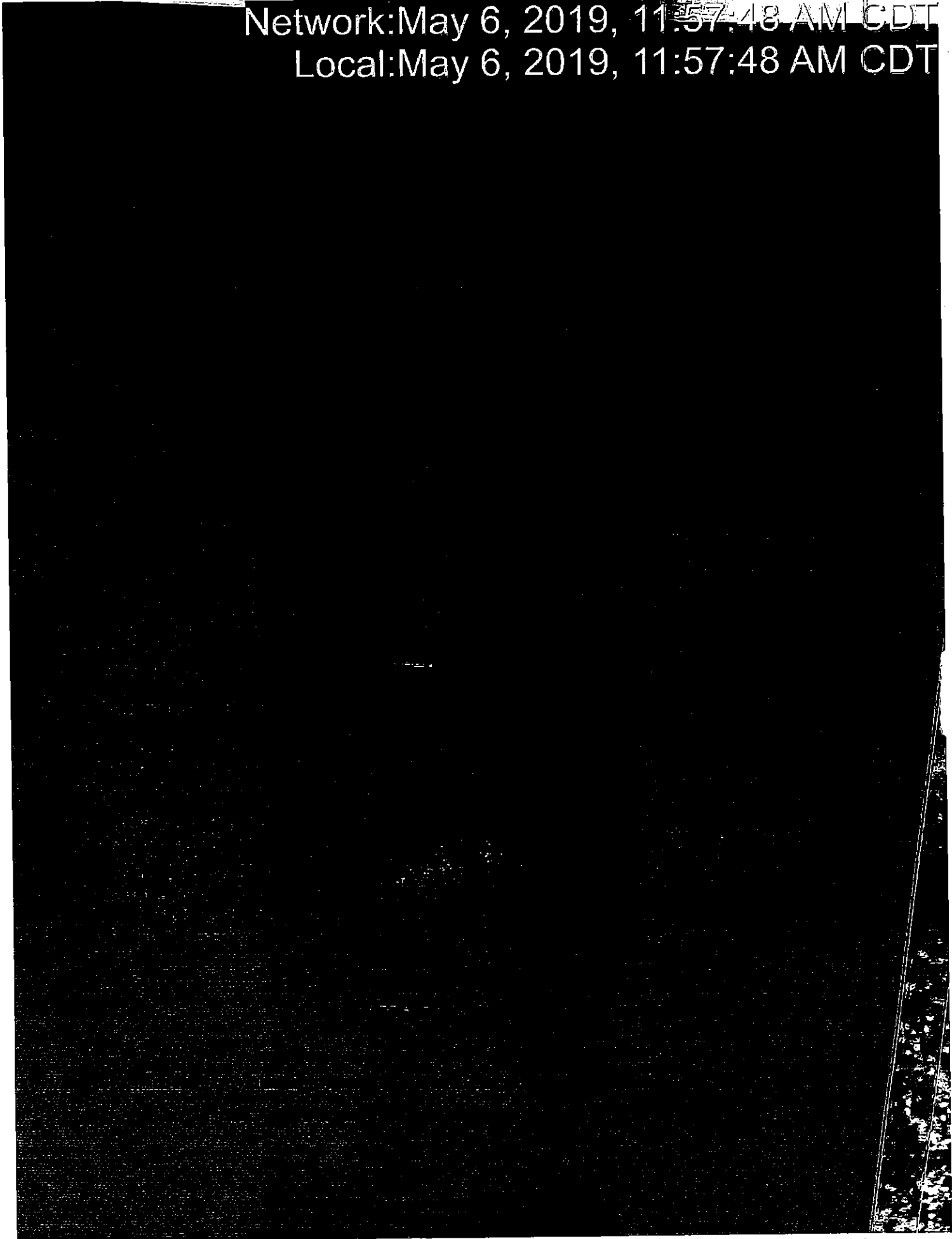
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Minutes, City of Southaven, Southaven, Mississippi

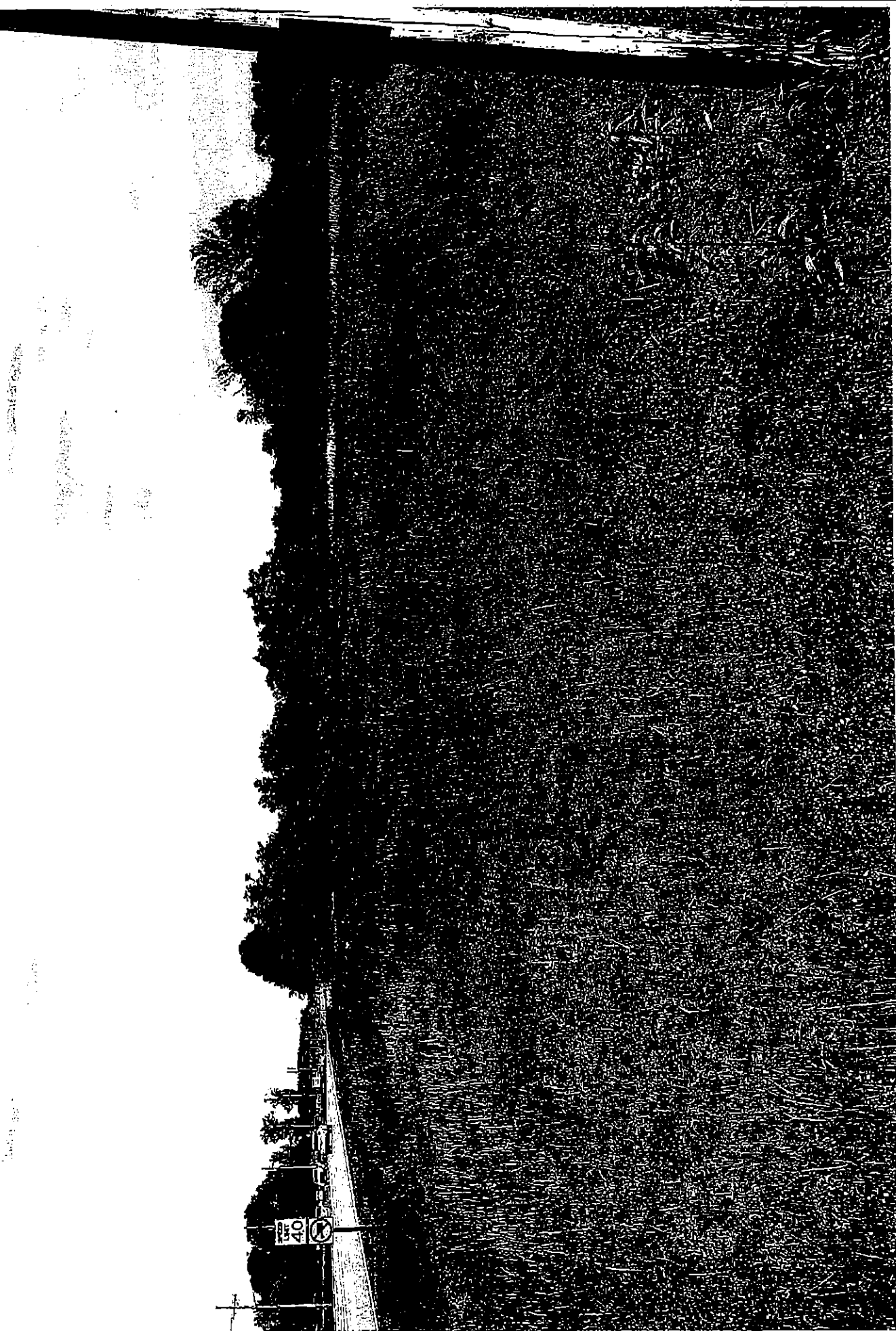
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Minutes, City of Southaven, Southaven, Mississippi

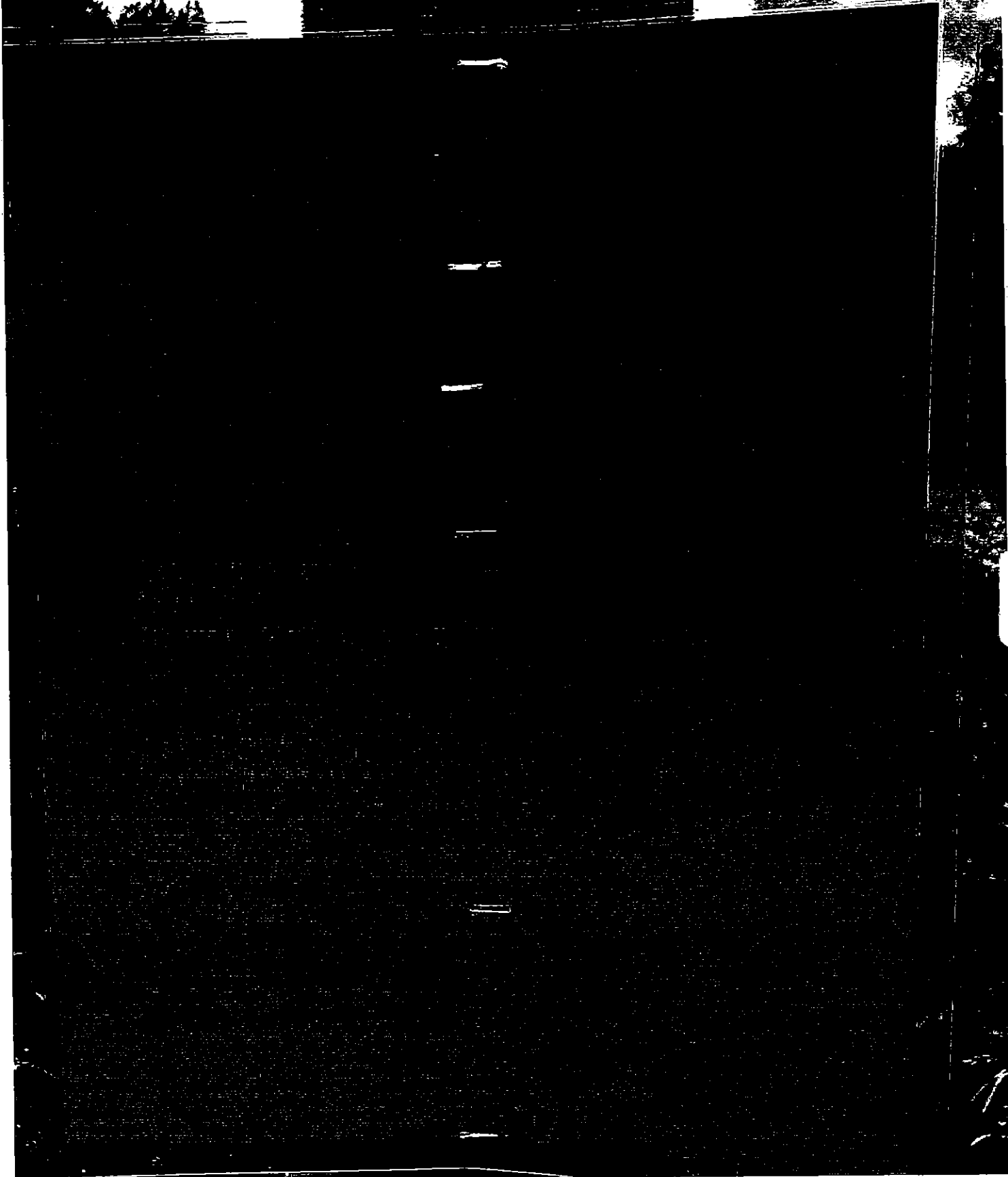
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Minutes, City of Southaven, Southaven, Mississippi

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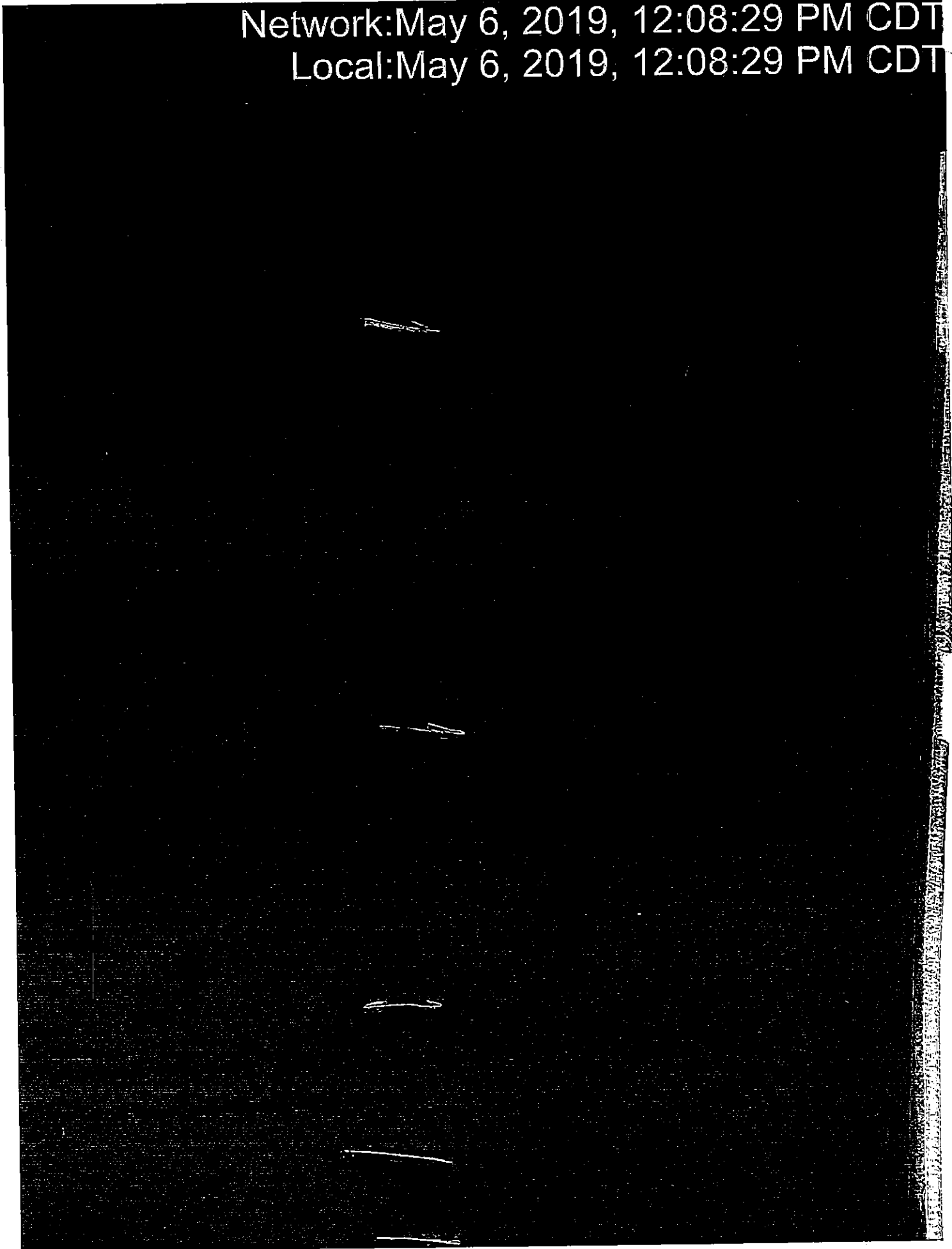
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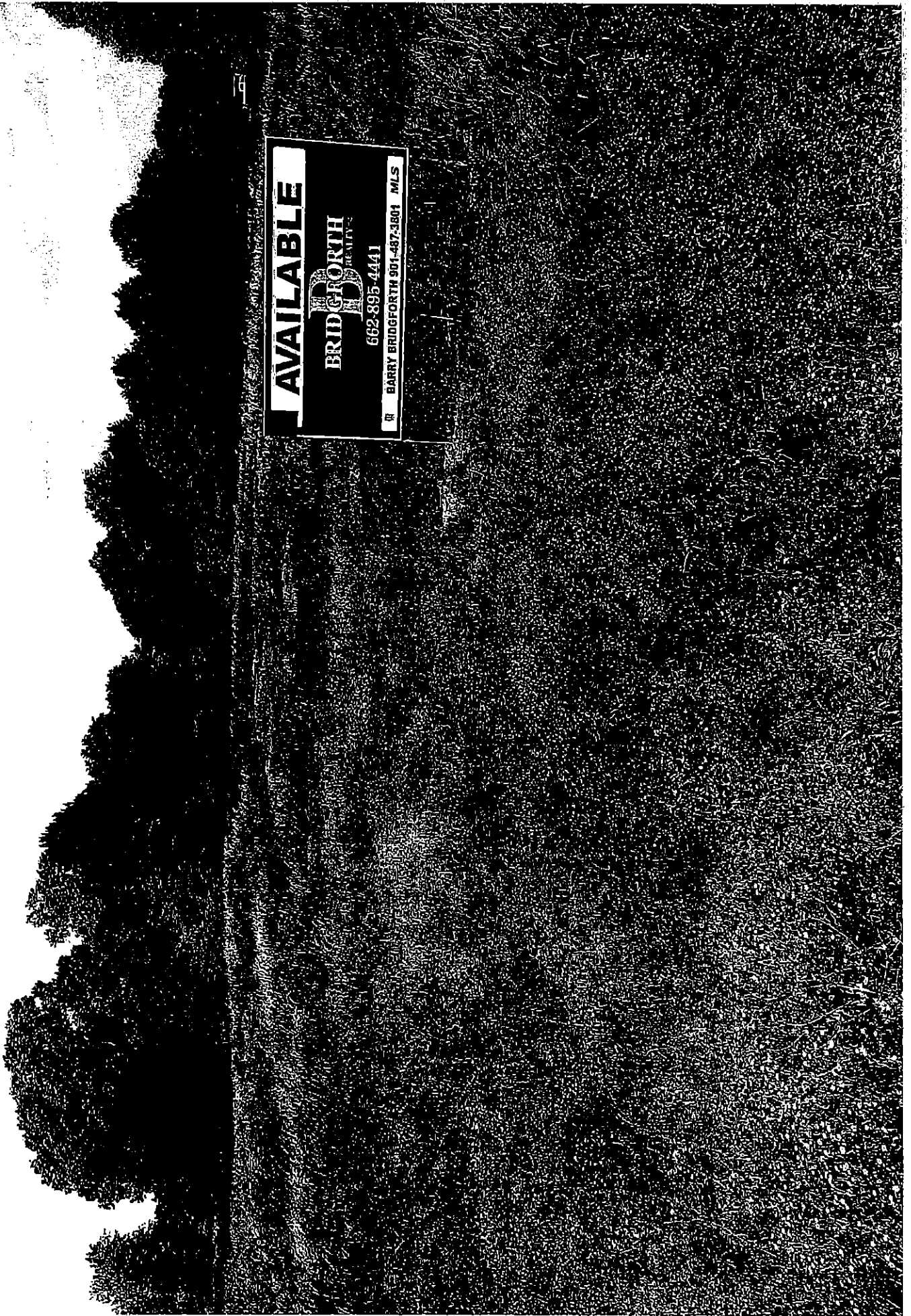
Minutes, City of Southaven, Southaven, Mississippi

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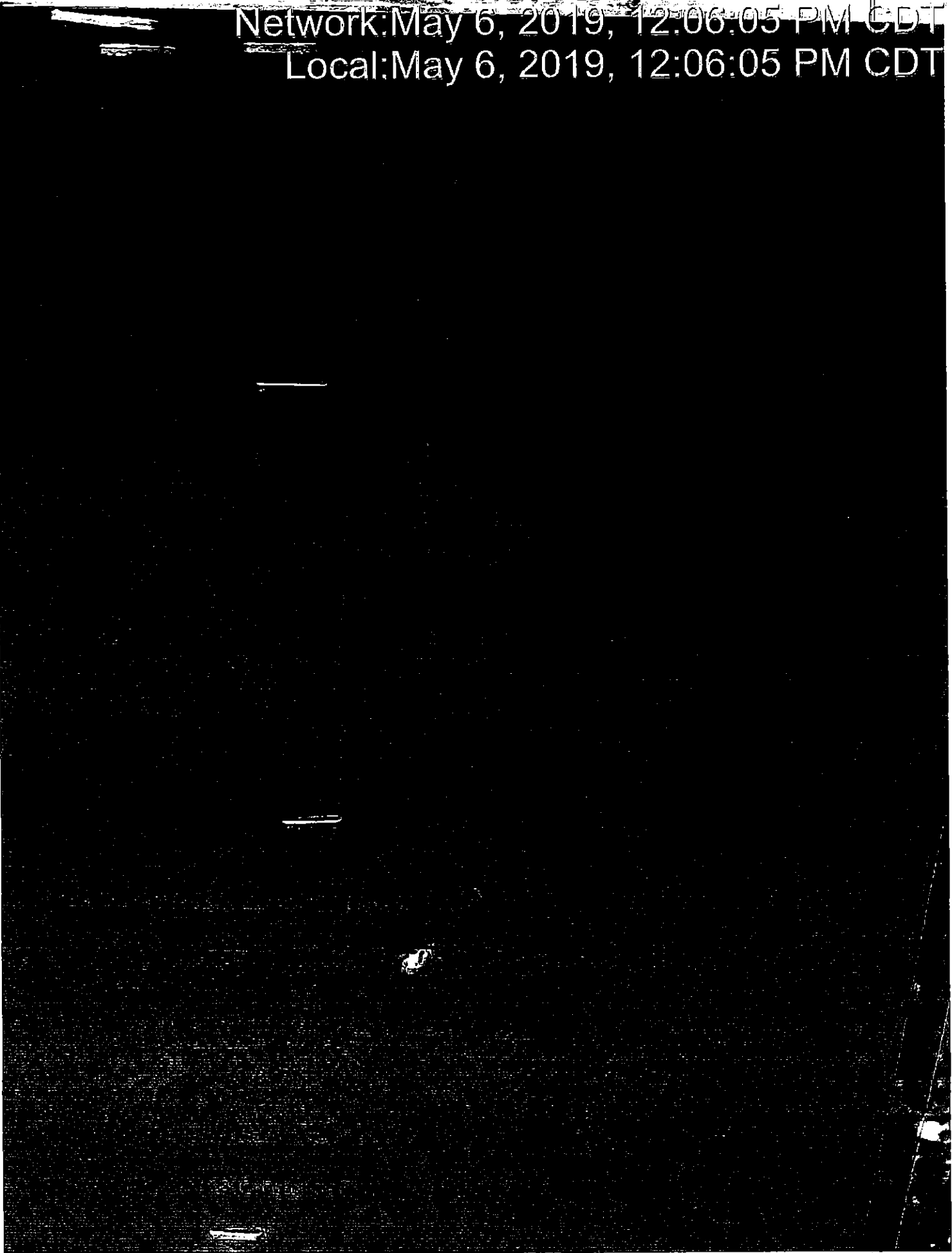
Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

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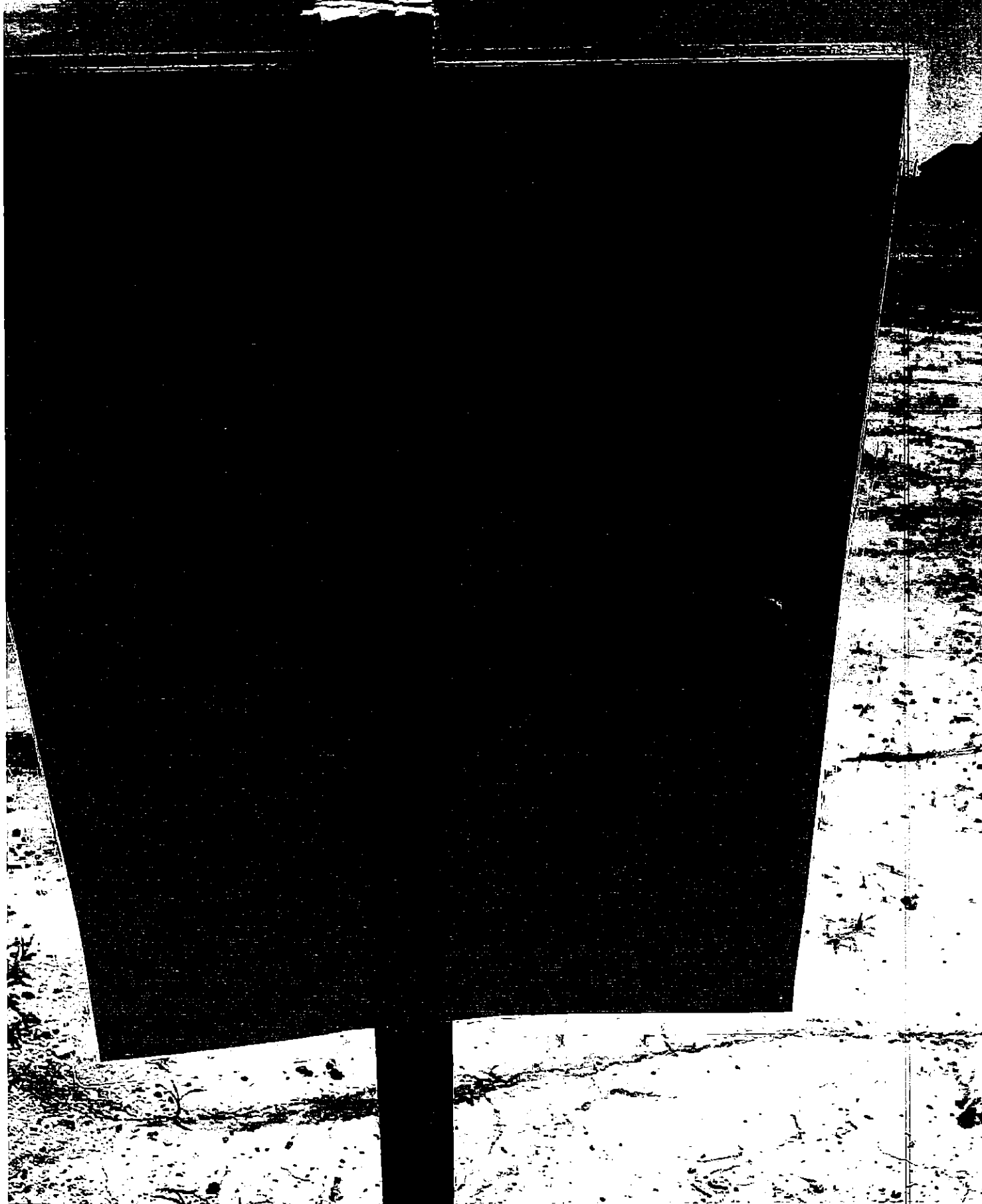
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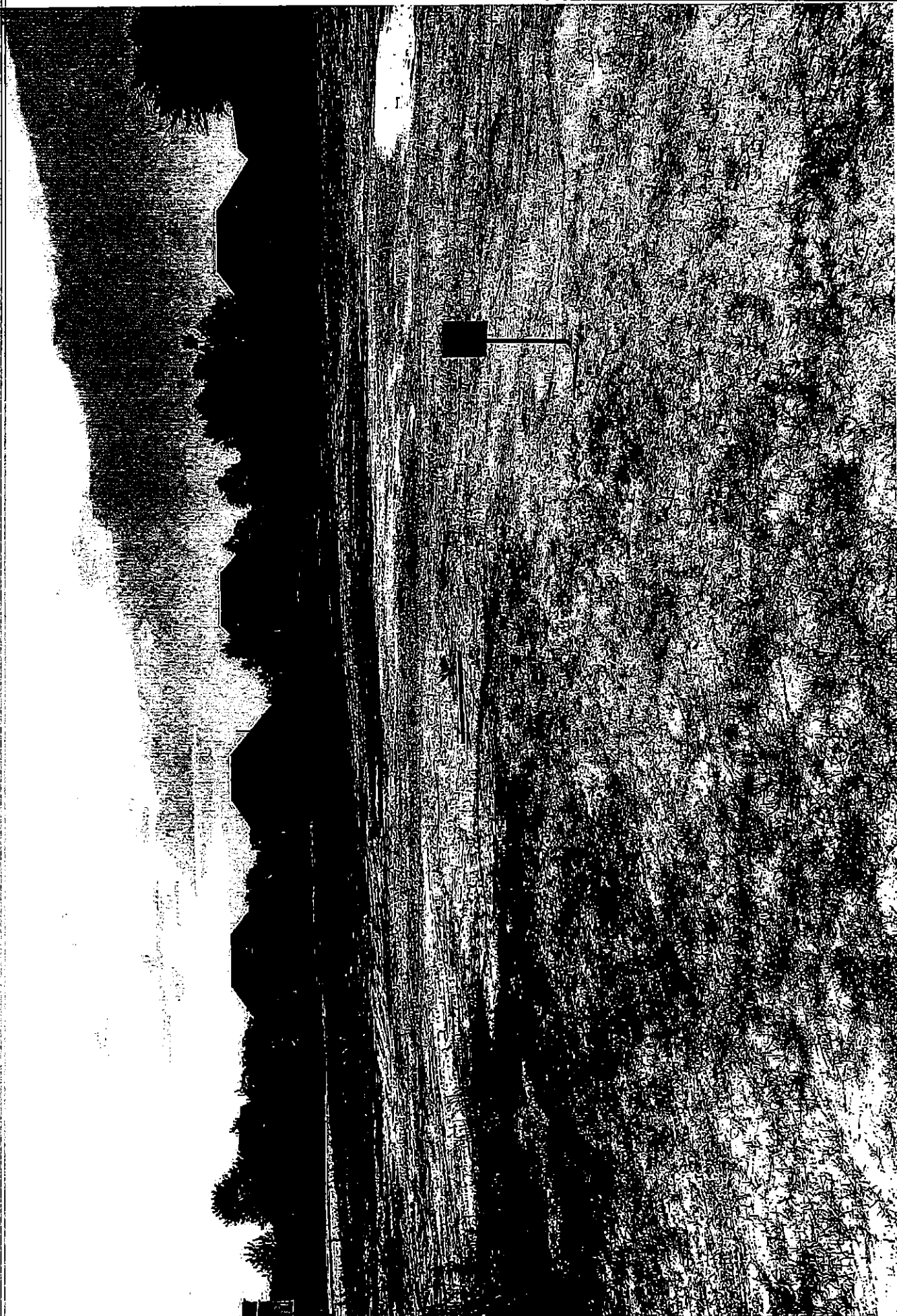
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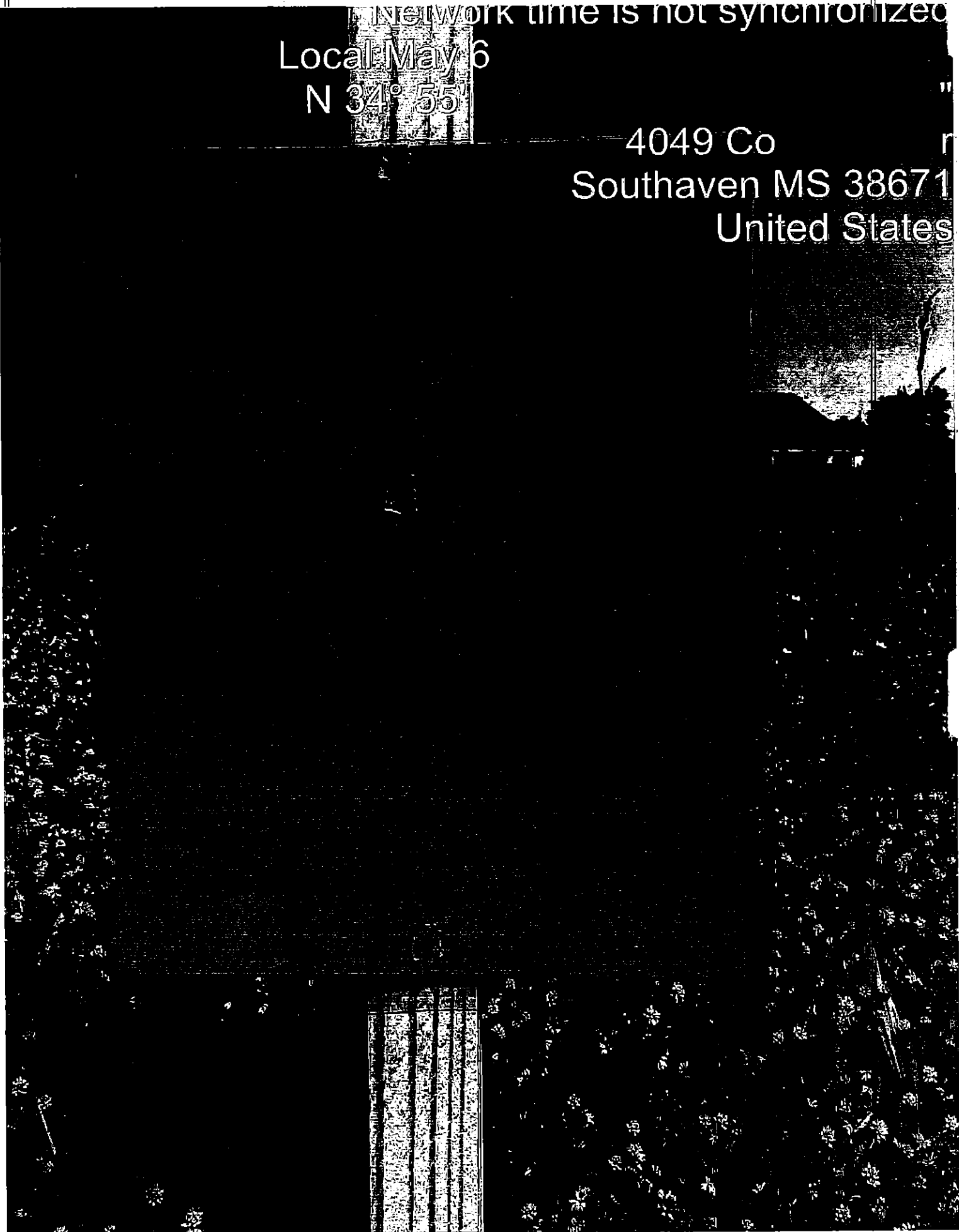
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Minutes, City of Southaven, Southaven, Mississippi

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Local May 6
N 34° 55'
4049 Co
Southaven MS 38671
United States



Minutes, City of Southaven, Southaven, Mississippi

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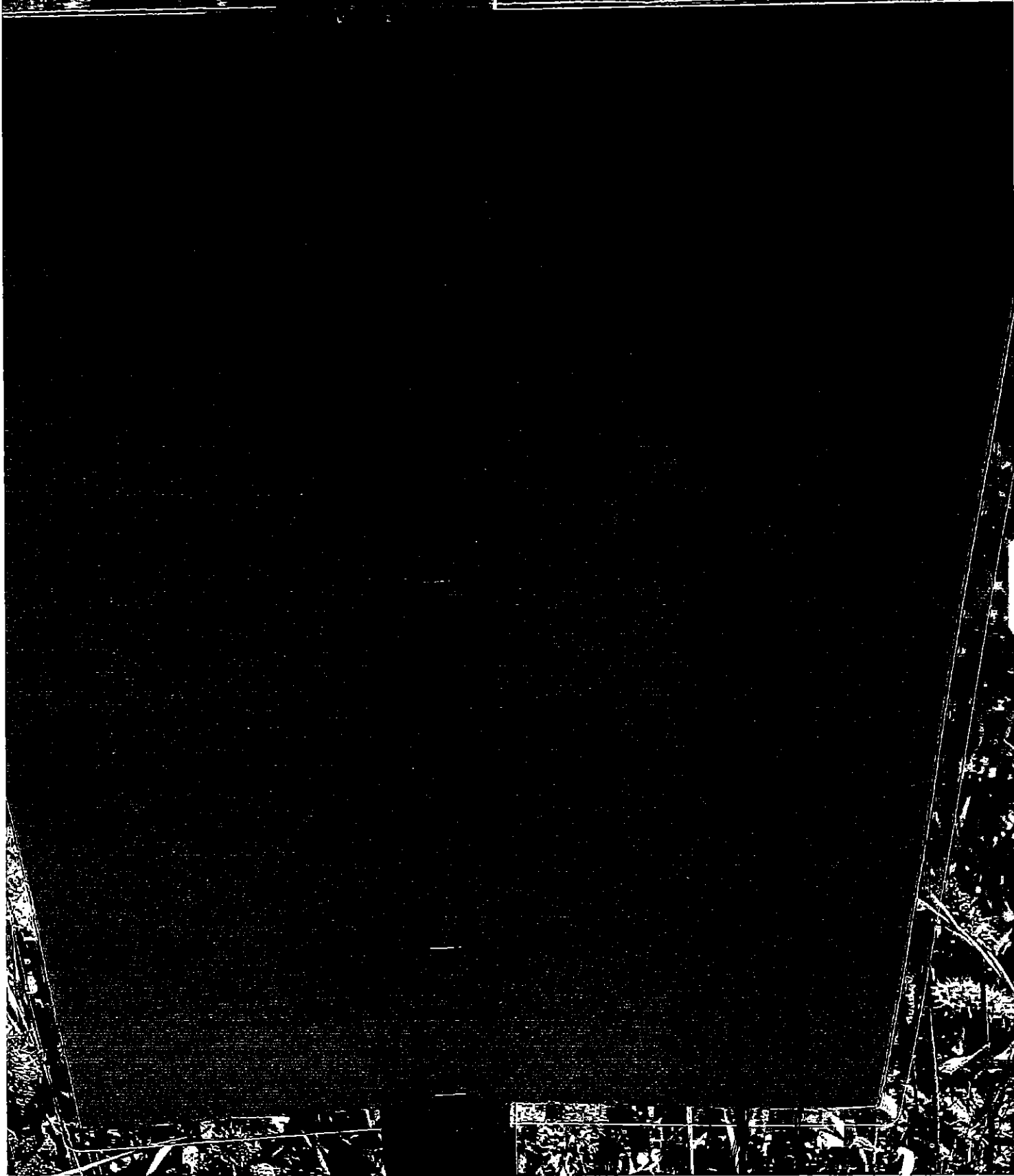
Southaven MS 38671

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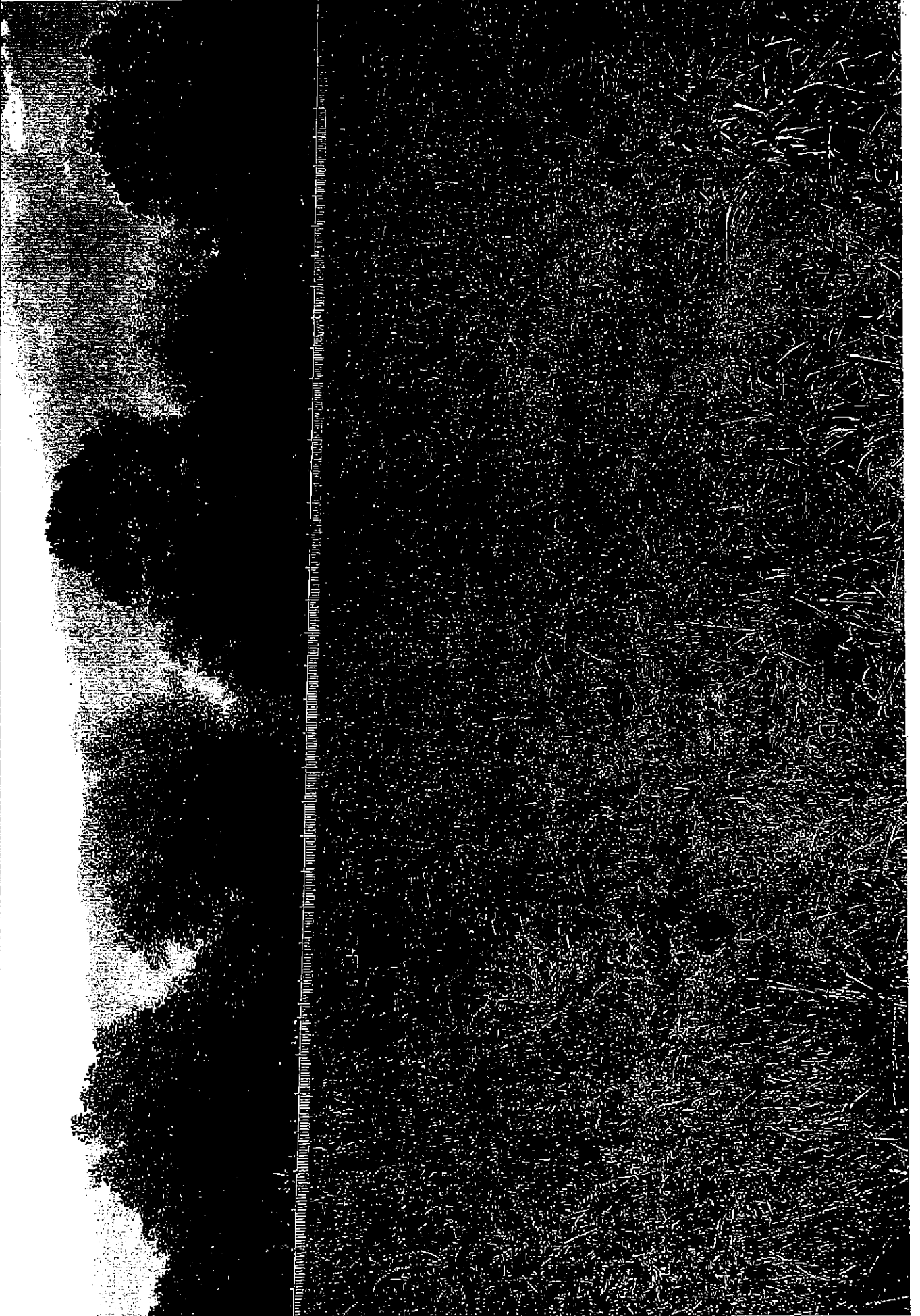
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Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

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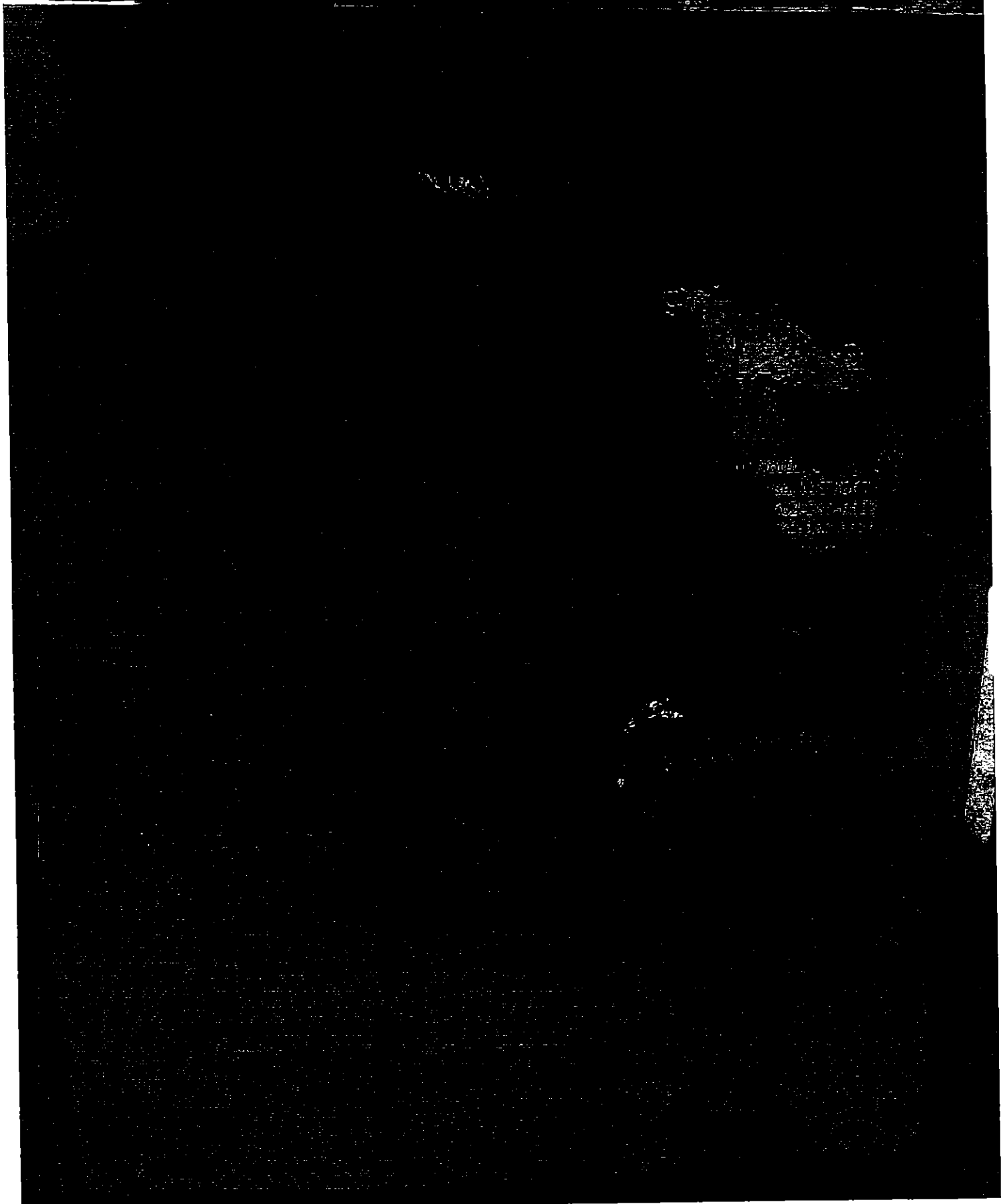
Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

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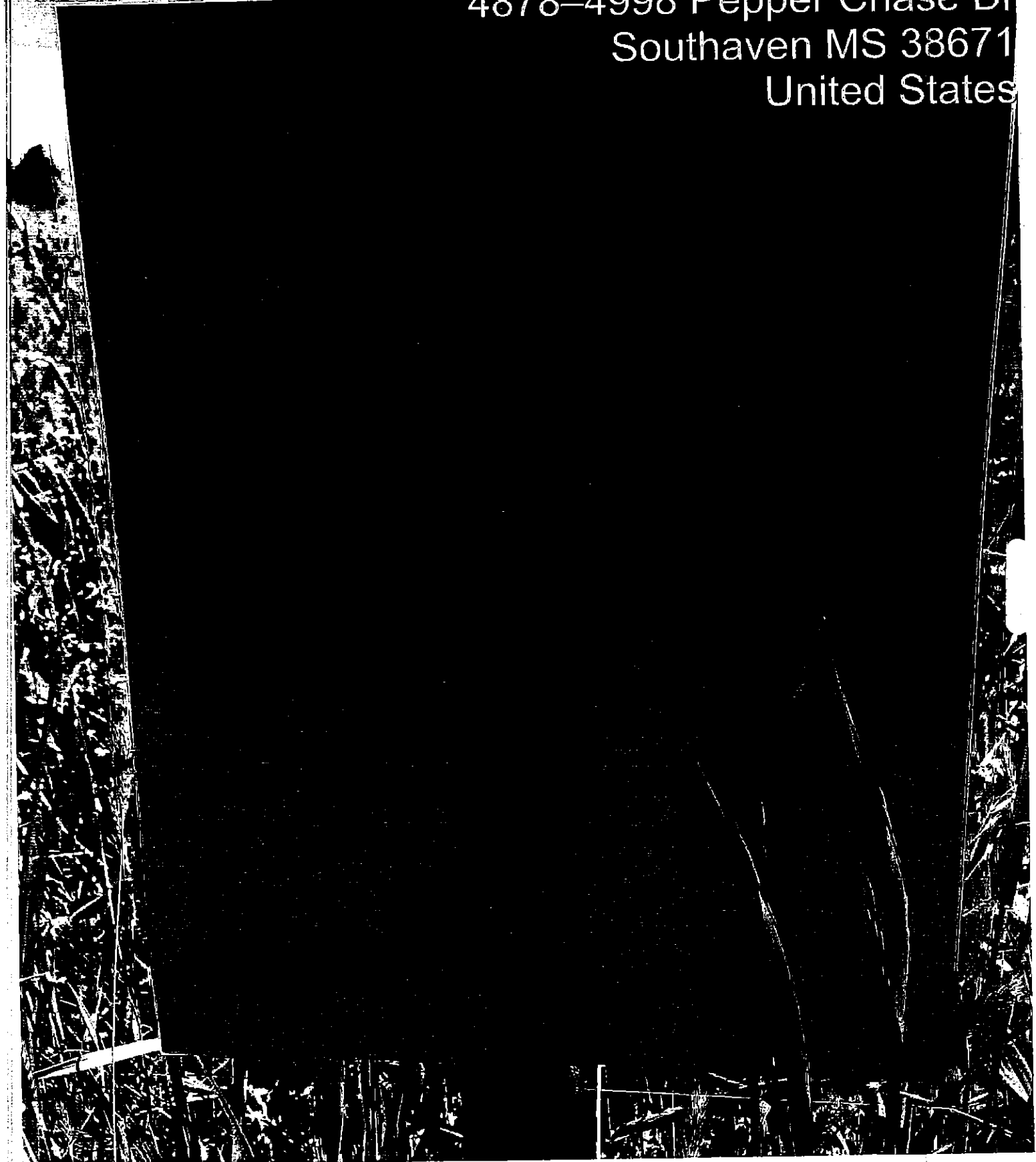
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4878-4998 Pepper Chase Dr

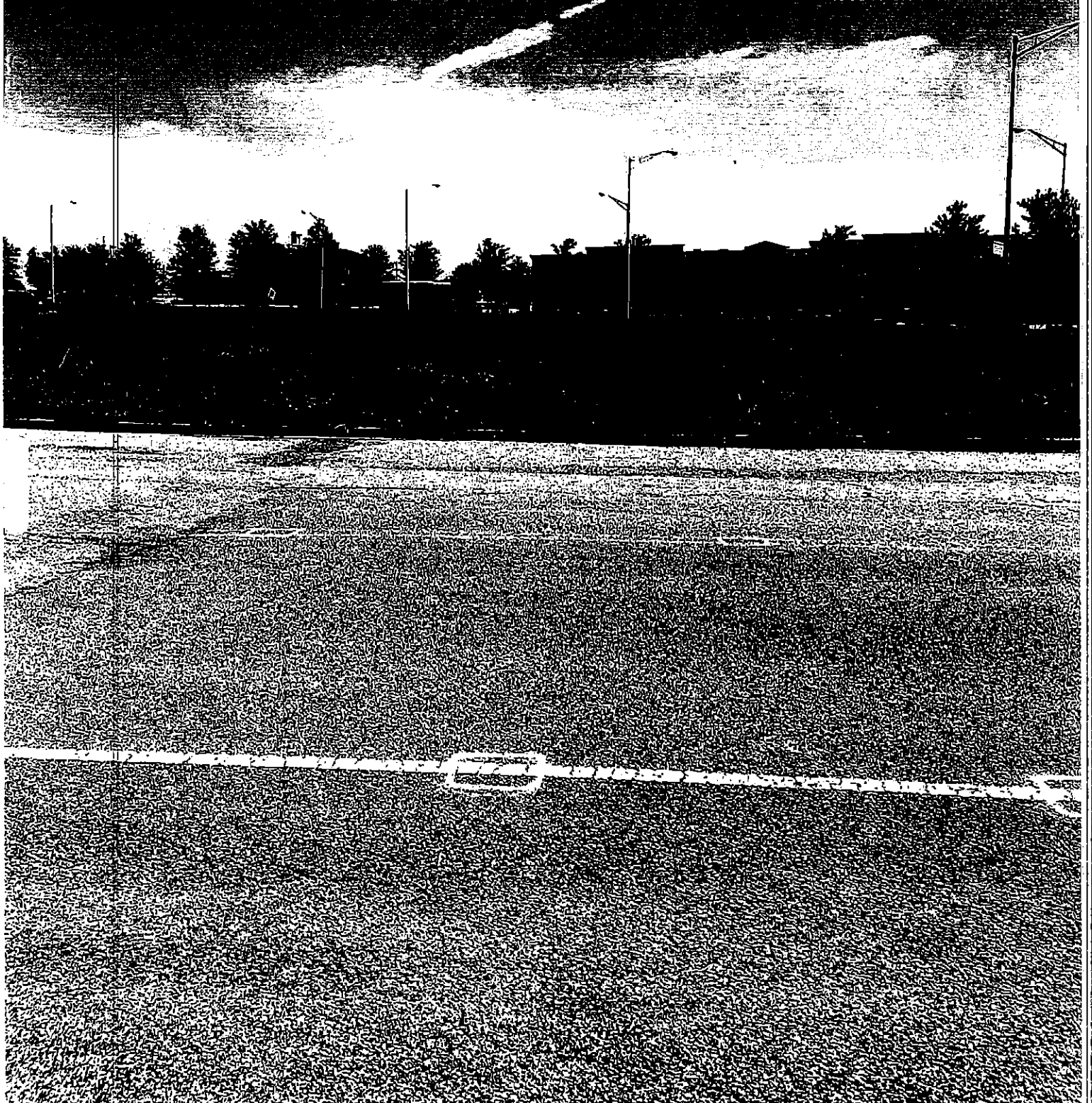
Southaven MS 38671

United States



Minutes, City of Southaven, Southaven, Mississippi

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4879-4999 Pepper Chase Dr
Southaven MS 38671
United States



Minutes, City of Southaven, Southaven, Mississippi

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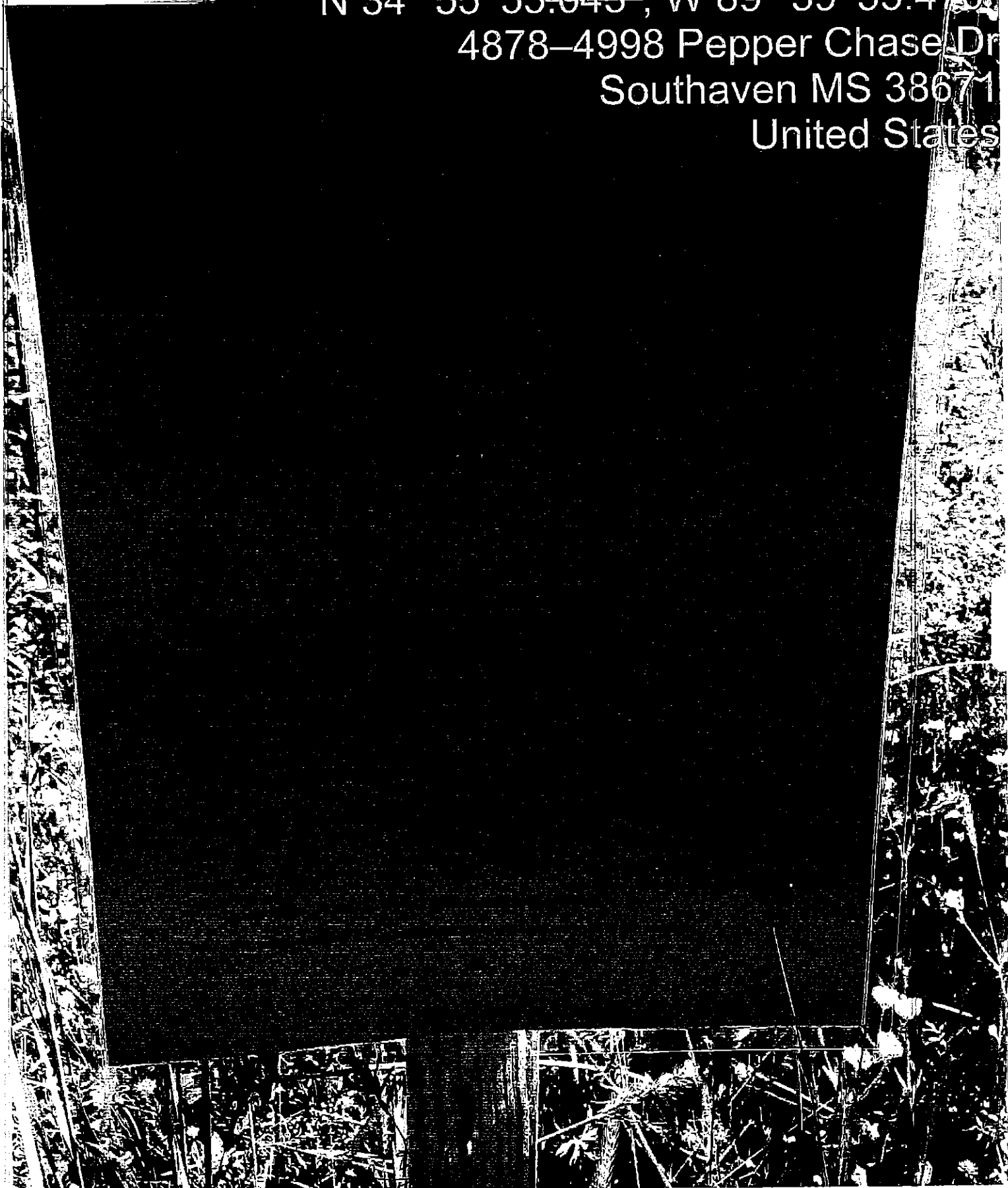
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4878-4998 Pepper Chase Dr

Southaven MS 38671

United States



Minutes, City of Southaven, Southaven, Mississippi

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4878-4998 Pepper Chase Dr
Southaven MS 38671
United States



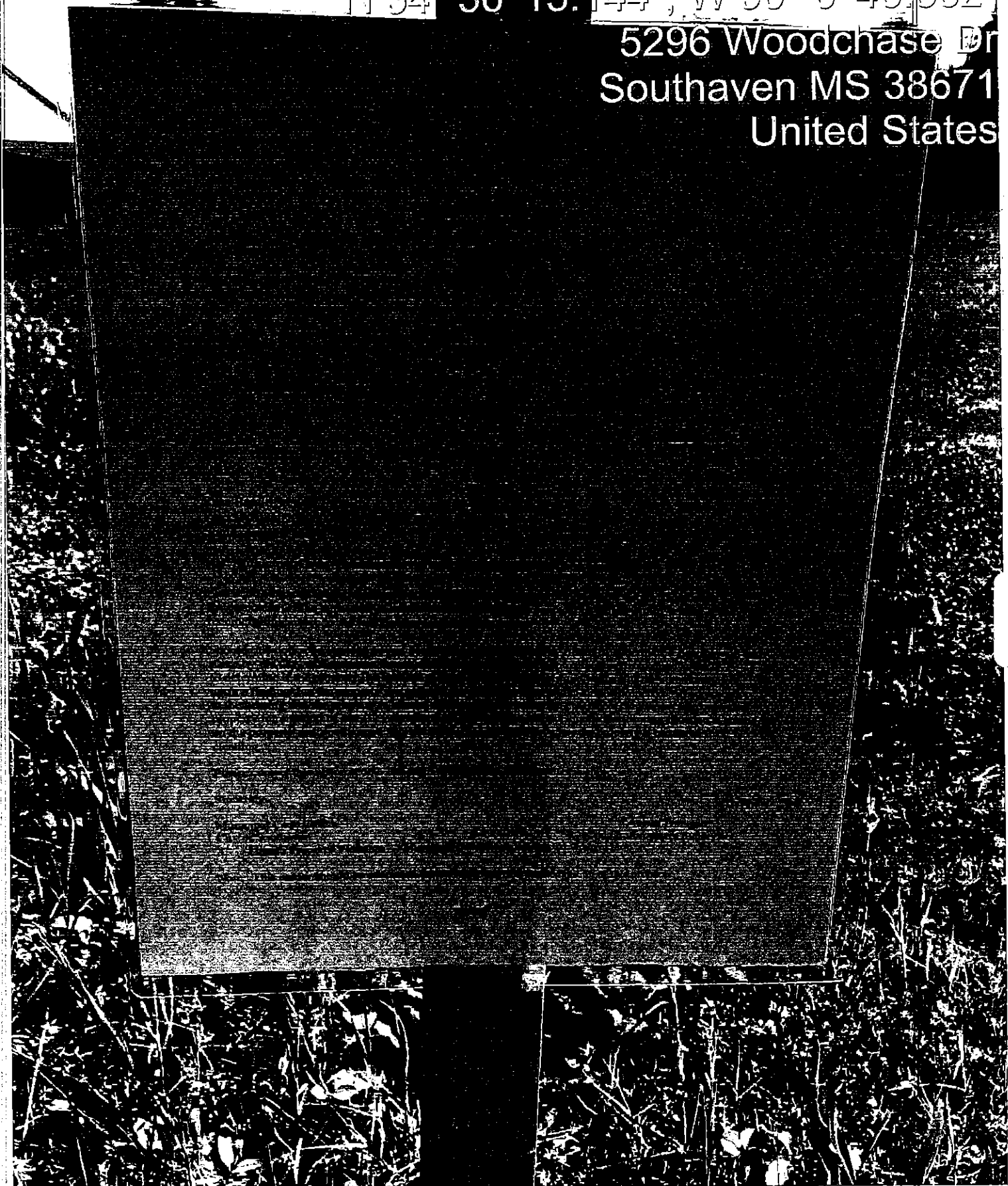
Minutes, City of Southaven, Southaven, Mississippi

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5296 Woodchase Dr
Southaven MS 38671
United States



Minutes, City of Southaven, Southaven, Mississippi

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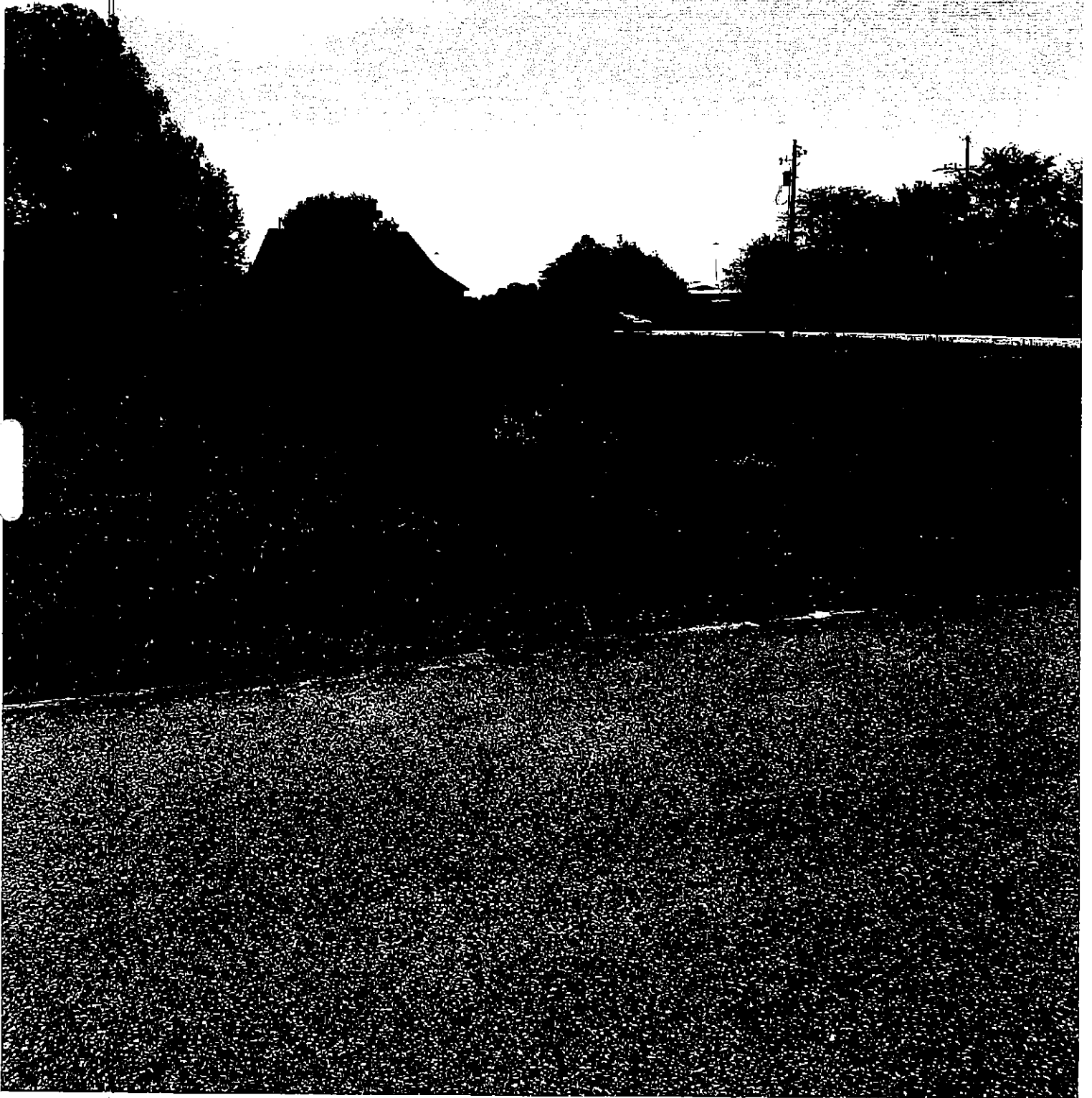
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5296 Woodchase Dr

Southaven MS 38671

United States



Minutes, City of Southaven, Southaven, Mississippi

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Local: May 6, 2019 at 6:37:33 PM CDT
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5010 Highway 51 N
Southaven MS 38671
United States

Minutes, City of Southaven, Southaven, Mississippi

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Local: May 6, 2019 at 3:37:47 PM CDT

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5010 Highway 51 N

Southaven MS 38671

United States



Minutes, City of Southaven, Southaven, Mississippi

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5010 Highway 51 N
Southaven MS 38671
United States



Minutes, City of Southaven, Southaven, Mississippi

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Local: May 6, 2019 at 3:40:01 PM CDT

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5010 Highway 51 N

Southaven MS 38671

United States



Minutes, City of Southaven, Southaven, Mississippi

NEW YORK, May 6, 2019 - 10:18:12 AM CDT

Office of Code Enforcement



www.southaven.ms.gov

City of Southaven Code

a hearing will take

19-11

Minutes, City of Southaven, Southaven, Mississippi

Network: May 6, 2019 at 10:19:05 AM CDT

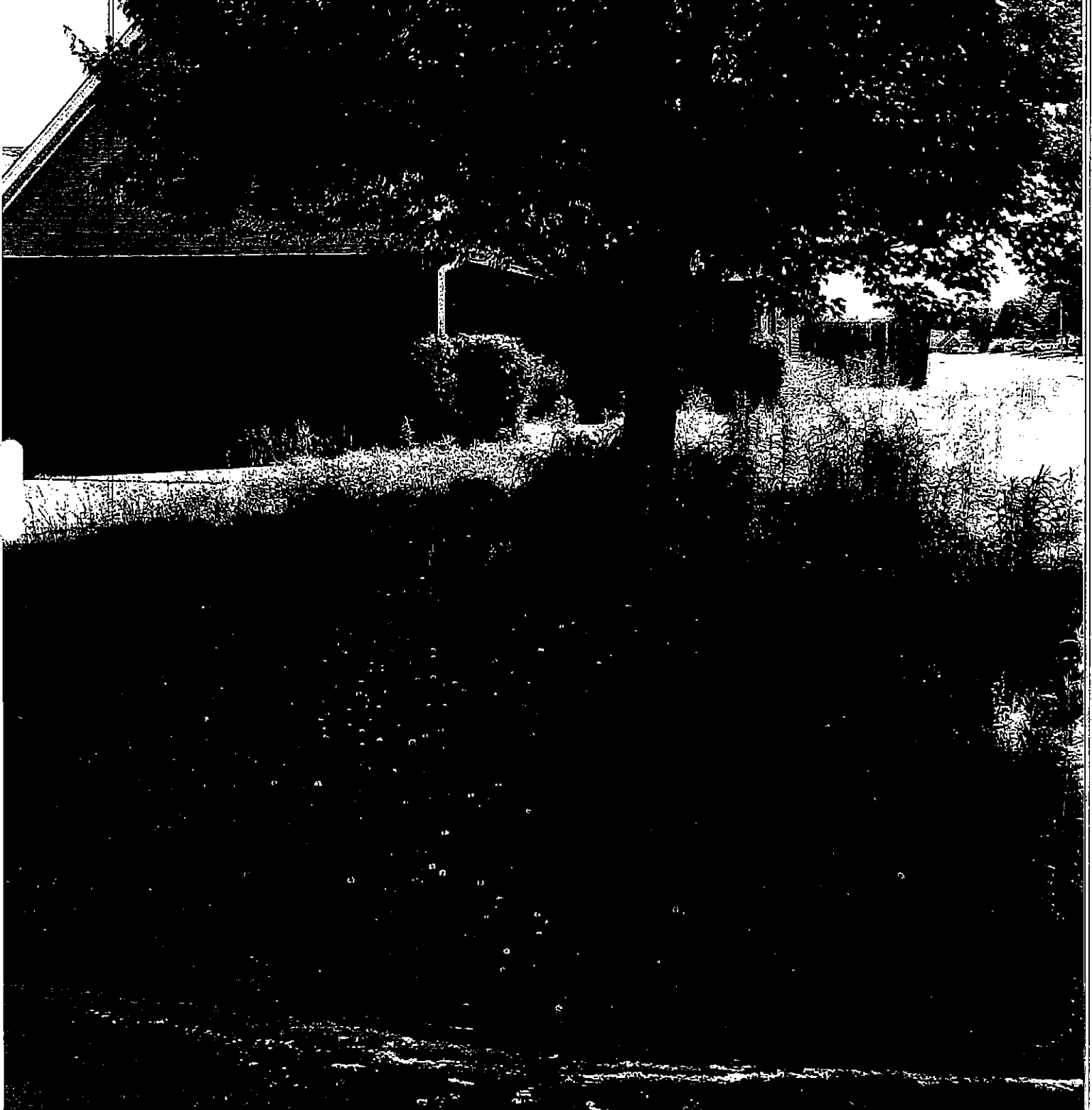
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5291 Russell Dr

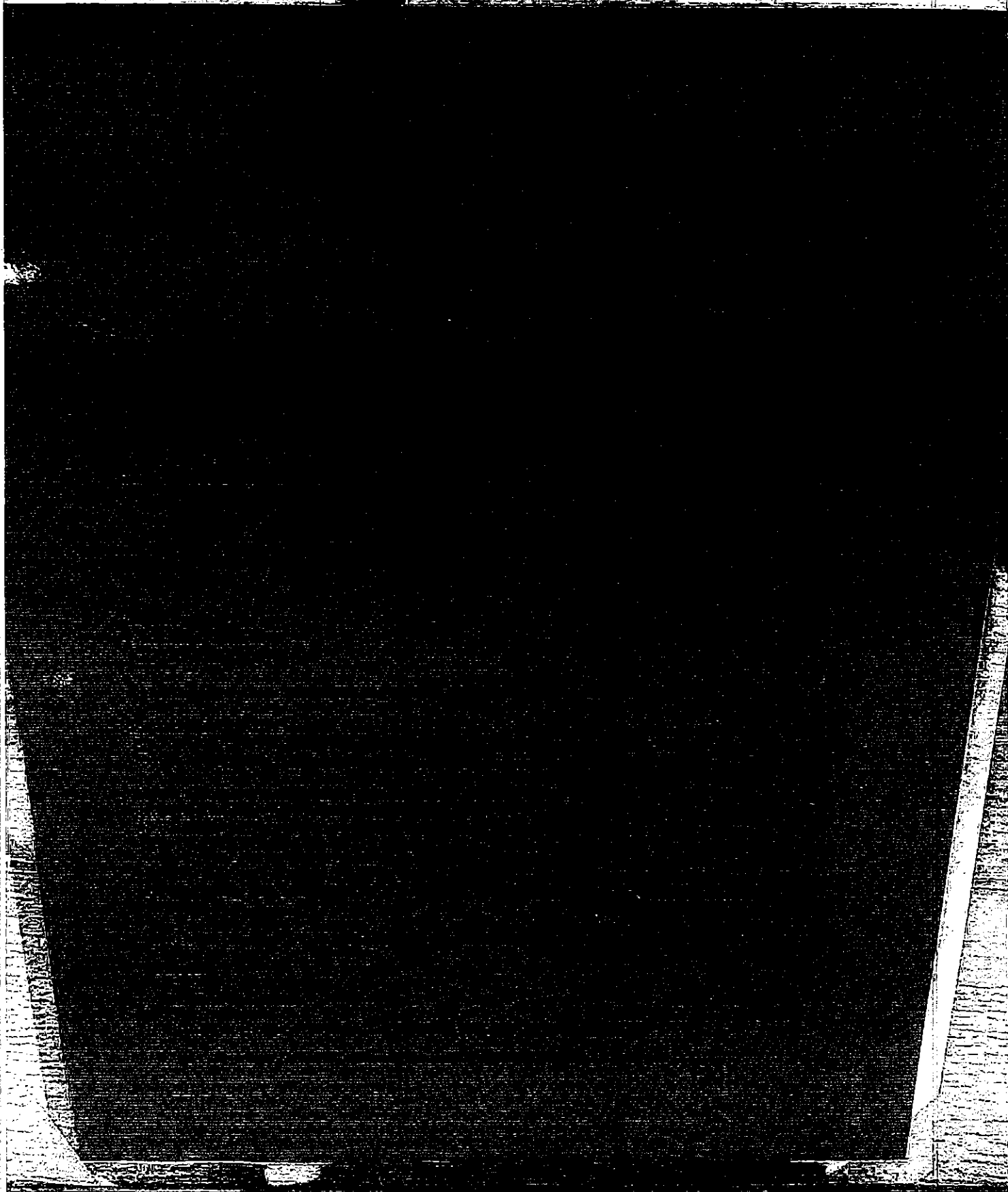
Southaven MS 38671

United States



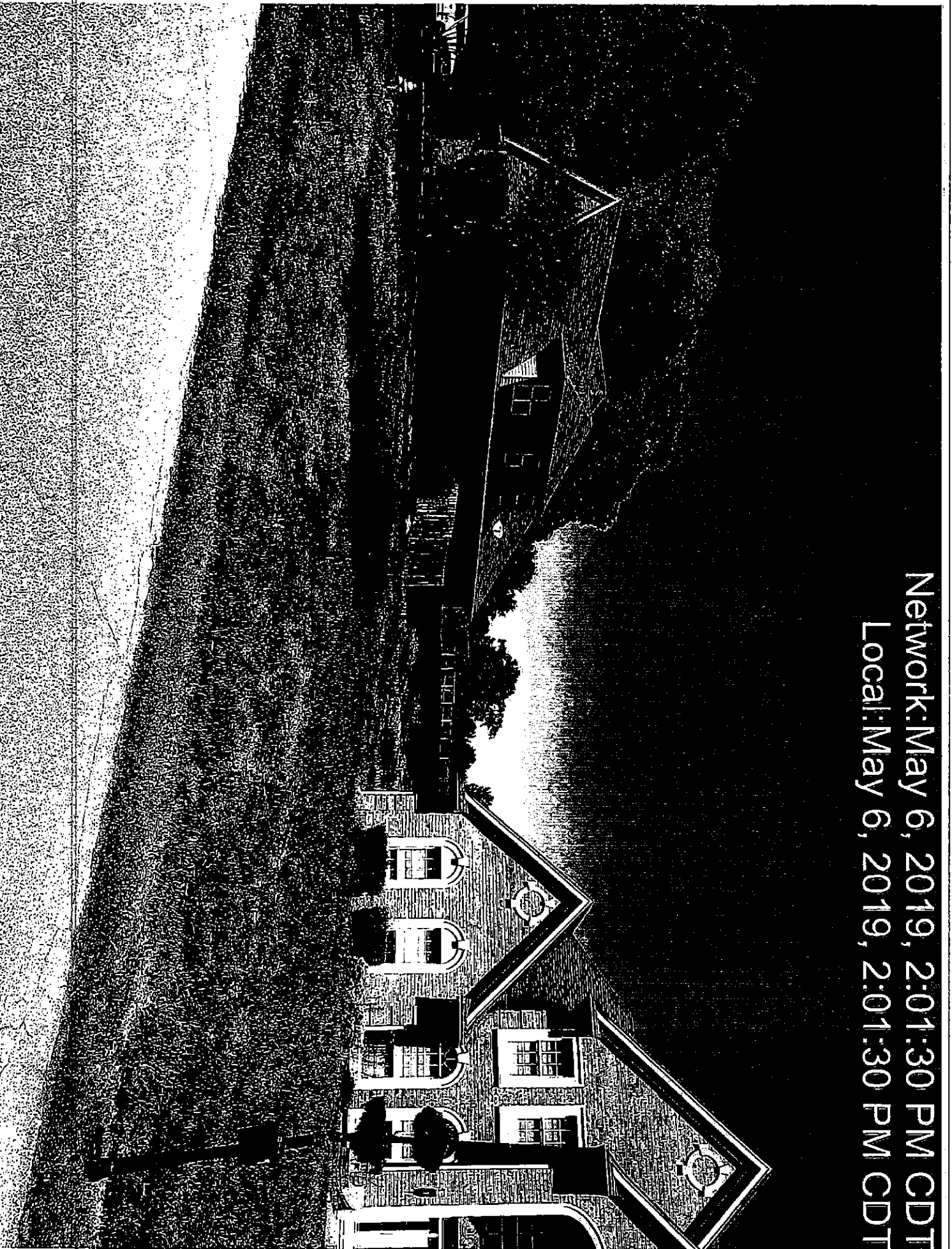
Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

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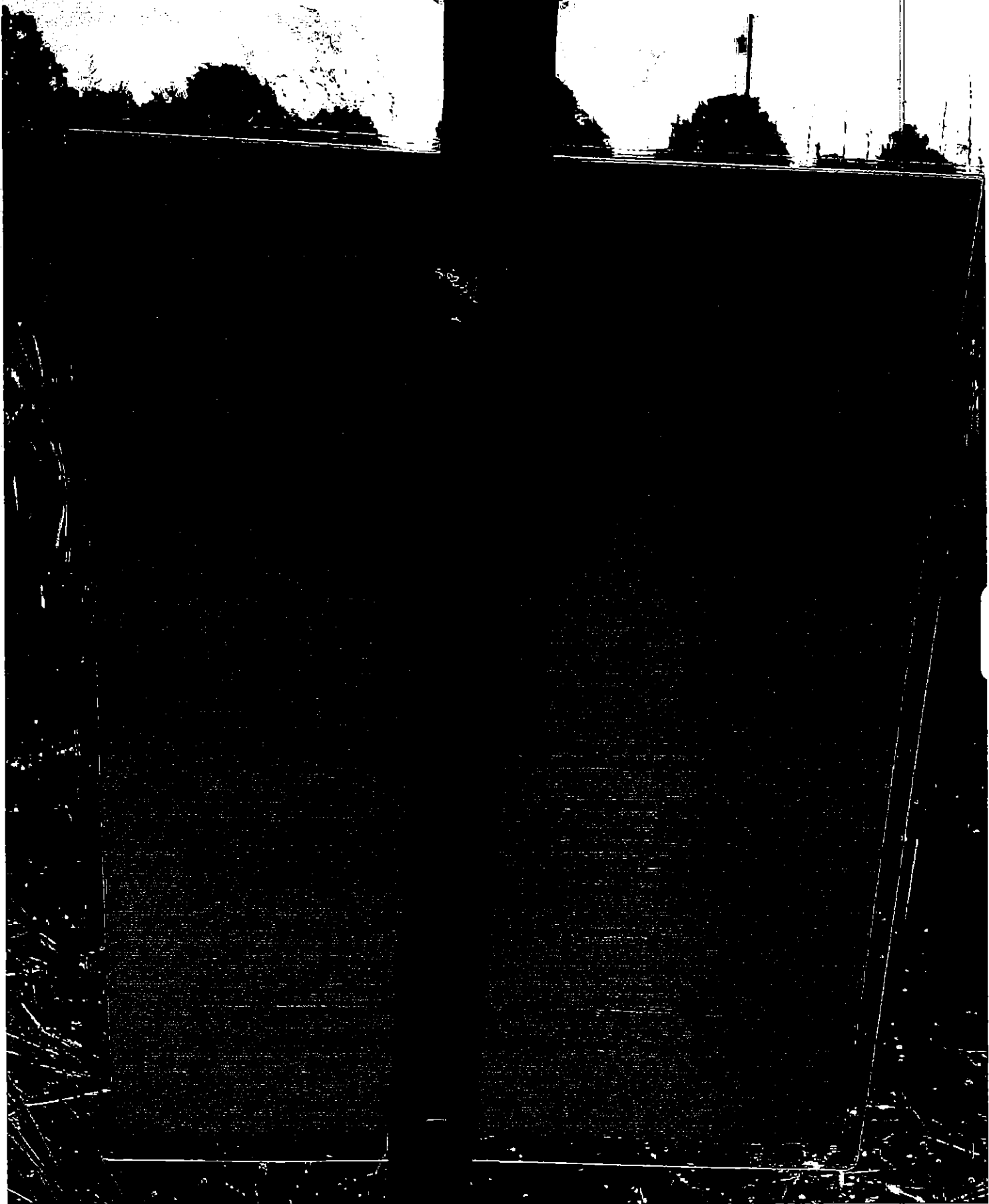


Minutes, City of Southaven, Southaven, Mississippi



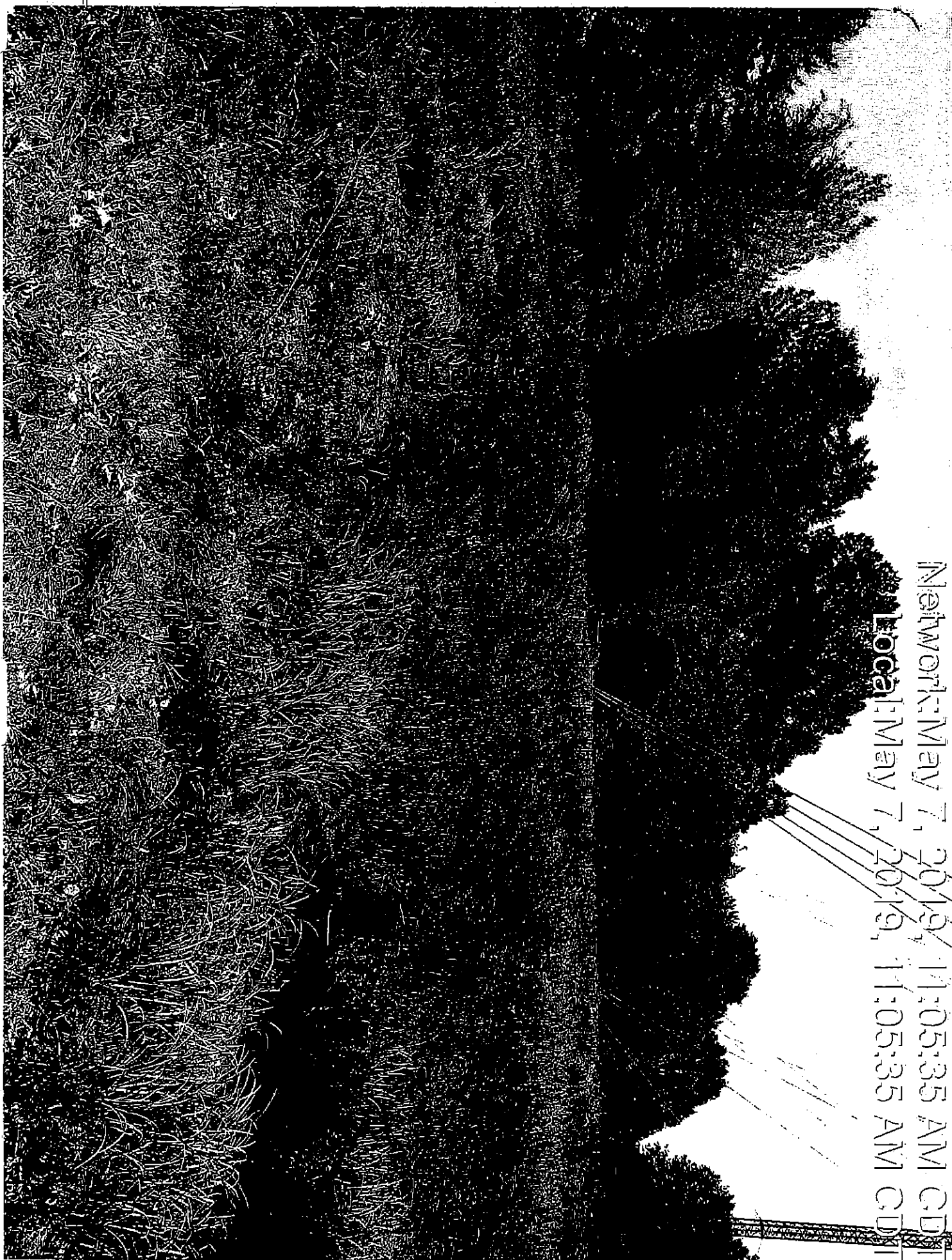
Minutes, City of Southaven, Southaven, Mississippi

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Minutes, City of Southaven, Southaven, Mississippi

Network: May 7, 2019, 11:05:35 AM CDT
Local: May 7, 2019, 11:05:35 AM CDT



Minutes, City of Southaven, Southaven, Mississippi

* INVOICE *



TENCARVA MACHINERY COMPANY

PO Box 409897
Atlanta, GA 30384-9897
Phone: 901-794-7570

PAGE	1
INVOICE NO.	772256
INVOICE DATE	5/10/19

SOLD TO 66229
SOUTHAVEN, CITY OF
ATTN: ACCOUNTS PAYABLE
8710 NORTHWEST DRIVE
SOUTHAVEN, MS 38671
USA

SHIP TO CITY OF SOUTHAVEN
5813 PEPPERCHASE DRIVE
SOUTHAVEN, MS 38671
USA

RECEIVED MAY 17 2019

CUSTOMER PURCHASE ORDER NO.				SHIP VIA		TERMS	
RAY HUMPHREY				SALESMAN DELIVERY		N30	
DATE SHIPPED	SLMN 1	SLMN 2	PICK TICKET NO.	SHIPPING TERMS			
5/09/19	336		935763-050	FOB SHIPPING PT			
SPECIAL INSTRUCTIONS >							
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	U/M	ITEM NO. / DESCRIPTION	PRICE	AMOUNT	
2.00	2.00	.00	EA	----- TO RECEIVE EMAILED INVOICES CONTACT CREDIT@TENCARVA.COM ----- T3A3S-B /F PUMP 3IN SUPER-T W/SPOOLS SERIAL NO: 1681968 SERIAL NO: 1685184 FRT TRK#:RAY HUMPHREY	4224.0000	8448.00	

Minutes, City of Southaven, Southaven, Mississippi

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the 8th day of May, 2019 (the "Effective Date"), by and between **CITY OF SOUTHAVEN, MISSISSIPPI**, a Mississippi Municipal Corporation ("Seller") and **KAPLAN MANAGEMENT INDUSTRY, LLC**, a Mississippi limited liability corporation ("Purchaser").

WITNESSETH:

WHEREAS, pursuant to Mississippi Code 21-17-5, the City of Southaven ("City") Governing Authorities shall have the care, management and control of the City affairs and its property and finances and the power to adopt any resolution with respect to City property; and

WHEREAS, the Seller currently owns the approximate 1.5 acre tract of land, which includes a park shop and is located at 3278 May Blvd. ("the Property"); and

WHEREAS, the Seller previously passed a resolution for the Property attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Seller and Buyer desire to enter into a contract for the Property;

WHEREAS, based on Buyer's plans and purposes for the development of the Property as noted herein, the economic impact of the development to the Seller by expanding and providing commercial and industrial development within the City, along with the increase in sales tax accompanying Buyer's development, the increase in property tax for the Seller, increase in sales tax, the Seller's vision as tourist area for the Property, and increase in tourism, the Seller desires to enter into a contract for the sale the Property for good and valuable consideration pursuant to Mississippi Code 57-7-1 (MS AG Op. Manley (September 10, 2014)); and

NOW THEREFORE, upon approval of this Agreement by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale will exist, the terms and conditions of which are as follows:

1. **Purchase and Sale.** In consideration of the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, that certain real property conveyed to the City as set forth in Exhibit B attached hereto (the "Property").

2. **Purchase Price and Earnest Money.** The purchase price (the "Purchase Price") for the Property is Two Hundred Seventy Five Thousand Dollars and 00/100 (\$275,000.00). The Purchaser will deposit with Rick Sparkman, closing attorney for Purchaser and Seller, the amount of Twenty Thousand Dollars (\$20,000.00) as Earnest Money, within five business days of execution on contract, which shall be credited against the Purchase Price at Closing. Failure

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to deposit the Earnest in readily available U.S. funds shall void this Agreement and it shall not have further legal effect.

3. **Closing.** The closing of the transaction contemplated by this Agreement (the "Closing") shall be held not more than fourteen (14) days after the close of the Review Period (as hereinafter defined) or if applicable the Cure Period (as hereinafter defined) but not later than June 14, 2019, except as extended during the Cure Period or by amendment to this Agreement.

4. **Feasibility Period.**

(a) Purchaser shall have, for thirty (30) days from the date of execution of this Agreement, the right to make, or cause to be made, any physical inspections of the Property or portions thereof (the "Feasibility Period"). The Purchaser and the Purchaser's agents and contractors shall have the right to enter upon the Property for the purpose of making any such inspections without having to first notify the Seller of any such entries, and the Purchaser may make such use of the Property as is reasonable for the making of such inspections. Purchaser shall be allowed to commence limited construction and renovation on Property prior to closing. All such actions shall be at the sole risk of the Purchaser, and the Purchaser shall indemnify and defend the Seller against any loss arising from any such action as it relates to inspection or construction and renovation by Purchaser during or arising from the Feasibility Period. This indemnification shall survive this Agreement.

(b) Upon the expiration of the Feasibility Period, Purchaser will determine, in its sole discretion, whether to proceed with the transaction contemplated herein. If Purchaser, in its sole discretion, is not satisfied with the transaction contemplated by this Agreement, Purchaser will send a notice to Seller on or before the last day of the Feasibility Period notifying Seller that Purchaser is not satisfied with the transaction, in which event Purchaser will return all Inspection Documents to Seller and receive a full refund of the Earnest Money and this Agreement will become null and void. If such notice is not given, Purchaser will be deemed to have agreed to proceed with the transaction contemplated by this Agreement, the Earnest Money will be non-refundable except as specifically provided herein, and this transaction will close in accordance with the provisions of this Agreement. Seller agrees to reasonably cooperate with any such investigations, inquiries, inspections or studies made by or at Purchaser's direction; however, Seller shall not be responsible for any costs or expenses associated with investigations, inquiries, inspections or studies. Purchaser agrees to restore the Property to its current condition in the event of change as a result of said inspections and testing, and to indemnify, defend and hold Seller harmless from and against any and all actual losses, expenses and other liabilities sustained by Seller that arise directly from Purchaser's negligence or intentional misconduct in the course of its inspection.

(c) During the Feasibility Period, Purchaser, at Purchaser's expense, will obtain an ALTA/ACSM Class A "As-Built" Survey of the Property (the "Survey") certified to the Purchaser and to Purchaser's lender, if any, in form and substance satisfactory to Purchaser showing the Property separately by metes and bounds and showing the location of all buildings and dimensions thereof, all "set back" or building restriction lines, all improvements and parking

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areas and the location thereof and the extent of any and all existing utility and other easements and federal flood designation affecting the Property. Purchaser, prior to the expiration of the Feasibility Period, may make Survey Objections to any matter set forth on the Survey. Purchaser's failure to make Survey Objections within such time period will constitute waiver of Survey Objections. Any matter shown on the Survey and not objected to by Purchaser will be a Permitted Title Exception pursuant to this Agreement. Seller will have until the later of ten days after receipt of a Survey Objection or the expiration of the Feasibility Period to cure any Survey Objections; however, Seller shall not be required to incur any expense associated with correcting any Survey Objections. If the Survey Objections are not cured within the designated time, Purchaser will have the option to (i) terminate this Agreement by giving written notice to the Seller and receive a refund of the Earnest Money and the interest accrued, if any; or (ii) waive the Survey Objections and proceed to close.

(d) Within seven (7) days after the expiration of the Feasibility Period and as a condition precedent to closing, Seller shall have the Property rezoned to Commercial, specifically a C-4 classification. If, for any reason the Property is not rezoned by June 14, 2019, Purchaser may terminate this Agreement and be refunded its earnest money; however, in no event shall Seller have any liability to Purchaser under this Agreement if the Property is not rezoned.

5. **Title.** Purchaser shall provide to Seller, within seven (7) days from the end of the Feasibility Period, a Title Commitment (the "**Title Commitment**") issued by a title insurance company acceptable to the Seller, agreeing to issue an owner's title policy to Purchaser upon satisfaction of Purchaser's obligations in an amount not less than the Purchase Price (the "**Review Period**"). If the Title Commitment contains matters that the Purchaser deems objectionable, the Purchaser shall have five (5) days to notify Seller, in writing, of the objectionable items. Seller shall then have 15 days to satisfy the Purchaser's objections, should Seller elect to do so (the "**Cure Period**"). If defects cannot be cured within this fifteen (15) day period, Purchaser, at his option, may either (a) terminate the Agreement, (b) accept title as is and elect to close, or (c) grant the Seller a reasonable time to satisfy the objections.

6. **Default and Termination.**

a. **Seller's Default.** In the event Seller shall fail to perform any of its obligations herein, the Earnest Money shall be returned to the Purchaser and the Purchaser may, at its option terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date.

b. **Purchaser's Default.** In the event Purchaser fails to accept the transfer of the Property on the Closing Date, in accordance with the terms of this Agreement, Seller's remedy shall be to retain the Earnest Money and terminate this Agreement by written notice delivered to the Purchaser at or prior to the Closing Date and neither party shall have any other rights or obligations hereunder.

c. This Agreement may be terminated by written mutual agreement of the

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parties. Upon termination of this Agreement, the parties shall be relieved of any further obligation to the other.

7. Warranty Deed, Possession. And Easement

(a) Seller's Deliveries. At Closing and at Seller's expense, Seller shall cause to be delivered to the Purchaser, a warranty deed (the "Deed") executed by the Seller, conveying such title, as is vested in Seller, to the Property, excepting only the Permitted Exceptions, restrictions, and evidence of the authority of Seller to execute and deliver such Closing Documents, and the valid execution of such Closing Documents on behalf of Seller.

(b) Purchaser's Deliveries. At Closing, Purchaser shall deliver the Purchase Price less the Earnest Money, a closing statement setting forth any prorations, taxes and other monies to be paid by Purchaser at Closing, evidence acceptable to Seller, the authority of Purchaser to execute and deliver such Closing Documents and the valid execution of such Closing Documents on behalf of Purchaser, and such other documents, affidavits or instruments as requested by the Seller.

(c) Property Sold "As-Is, Where-Is." The Property is being sold "as-is, where-is," without any representations or warranties by Seller, including, but not limited to, to soil condition, road condition or the presence or absence, availability or non-availability or condition of utilities and other services. Purchaser shall be responsible for any and all demolition and/or tear down of the building, fence, and other items on the Property.

(d) Possession. At closing, Purchaser agrees to provide Seller with a temporary easement over the Property, which easement shall not exceed nine (9) months from the date of the closing, for the benefit of the Seller for a park and maintenance shop as is currently being used by the Seller.

8. Closing Costs.

(a) Seller will pay cost of title search. Buyer and Seller will pay their own closing costs and due diligence costs

9. Prorations and Adjustments.

(a) Ad valorem taxes shall be prorated (employing a 365-day year) between Purchaser and Seller as of the date of Closing.

10. Phase I Environmental Report. During the Feasibility Period, Purchaser may, at its expense, obtain a Phase I environmental report of the Property. The Phase I will be certified to the Purchaser and to Purchaser's lender, if any, in form and substance satisfactory to Purchaser.

11. Representations, Warranties, and Covenants of Seller. Seller represents

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and warrants to Buyer on the date hereof and as of the Closing:

(a) Seller has all requisite power and authority to own and operate the Property, to enter into this Agreement and to carry out the transactions contemplated hereby and thereby and that this Agreement is binding on Seller and enforceable in accordance with its terms.

(b) To the best of Seller's current actual knowledge, there is no notice to Seller from any governmental authority of any proposed condemnation of any portion of the Property or notice received by Seller that the Property or the use thereof is in violation of or in noncompliance with applicable codes, ordinances, regulations or laws and there are presently in effect all material licenses, permits and other authorizations necessary for the use, occupancy and operation of the Property as it is presently being operated.

(c) Seller has obtained all consents necessary to enter into and perform this Agreement.

(d) Seller is not relying on any oral representations or warranties made by Buyer with respect to this transaction.

12. **Representations, Warranties, and Covenants of Purchaser.** Purchaser represents and warrants to and covenants with Seller as follows:

(a) Purchaser is a Mississippi limited liability corporation, duly organized, validly existing and in good standing under the laws of the State of Mississippi under which it was formed and has all requisite power and authority to own and operate the Property, to enter into this Agreement and to carry out the transactions contemplated hereby and thereby and that this Agreement is binding on Buyer and enforceable in accordance with its terms.

(b) There are no actions, proceedings or investigations pending involving Purchaser which question the validity of this Agreement or of any action taken or to be taken by Purchaser pursuant hereto or materially affect the ability of the Purchaser to perform its obligations hereunder.

(c) Purchaser is not relying on any oral representations or warranties made by Seller with respect to this transaction.

(d) Within 180 days of the expiration of the temporary easement to the Seller, or a time mutually agreed to by Purchaser and Seller, Purchaser shall begin the actual development of the Property as described in the Resolution, attached as Exhibit A, which resolution is incorporated by reference as if copied verbatim herein. In the event, construction has not commenced, Purchaser shall pay to Seller the difference between the Purchase Price and the current appraised value.

(e) Individual signing on behalf of Purchaser has the authority and power to sign on

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behalf of Purchaser and bind Purchaser to this Agreement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no written or oral promise, representation, warranty or covenant not included in this Agreement or any such referenced agreements has been or is relied upon by either party.

(b) No Oral Modification. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Purchaser and Seller.

(c) Jurisdiction; Choice of Law and Venue. In the event that any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Mississippi and the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs. Purchaser and Seller submit to the jurisdiction of the Desoto County Court in the State and the United States District Court for the Northern District of Mississippi in respect of any suit or other proceeding brought in connection with or arising out of this Agreement. The provisions of this Section shall survive the Closing.

(d) Attorneys' Fees. The prevailing party in any litigation between the parties arising under this Agreement shall be entitled to recover reasonable attorneys' fees.

(e) Counterparts. This Agreement shall be executed in any number of counterparts which together shall constitute the agreement of the parties.

(f) Headings. The Section headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

(g) Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by Purchaser except to an entity controlled by or under common control of Purchaser, a subsidiary or an affiliate of Purchaser. In the event of any such assignment, such assignee shall assume the obligations of the original party designated as Purchaser hereunder and shall provide written evidence of such assumption to the Seller. The original party designated as the Purchaser hereunder shall not be released from its duties or obligations hereunder in the event of such assignment. Seller agrees to close the transaction contemplated hereunder with the assignee of Purchaser.

(h) Successors. This Agreement and the terms and provisions hereof shall inure to the benefit and be binding upon the parties hereto and their respective heirs, executors, personal representatives, permitted successors and assigns whenever the context so requires or permits.

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(i) Enforceability. If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

(j) Time of the Essence. Time is of the essence of this Agreement.

(k) Notices. All notices provided or permitted to be given under this Contract must be in writing and may be served by hand delivery to the party to be notified, with written receipt; by depositing same in a United States Postal Service depository, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering to the party to be notified by a nationally-recognized, overnight delivery service (e.g., Federal Express); by facsimile copy transmission during normal business hours with a confirmation copy delivered by another method permitted under this Section; or by electronic mail addressed to the electronic mail address set forth below for the party to be notified with a confirmation copy delivered by another method permitted under this Section. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for facsimile and electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. For purposes of notice, the addresses of the parties shall be as follows (or such other addresses as the parties may specify from time to time in accordance with this Section):

If to Seller, to: City of Southaven
8710 Northwest Drive
Southaven, MS 39218
Attn: Mayor Darren Musselwhite
Telephone: 662-280-2489
dmusselwhite@southaven.org

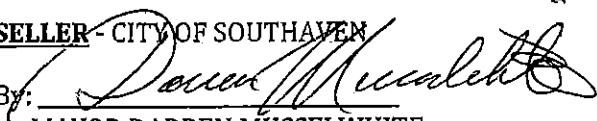
If to Buyer, to: Kaplan, LLC
Attn: Dean Harris
CrestCore Reality
Telephone: 901-619-6170
dean@crestcore.com

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IN WITNESS WHEREOF, the parties have executed this document on the date by their signatures set forth below, although effective as of the date first above written.

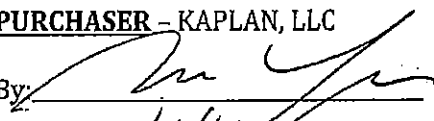
SELLER - CITY OF SOUTHAVEN

By: 

MAYOR DARREN MUSSELWHITE

Date: 5-8-19

PURCHASER - KAPLAN, LLC

By: 

Date: 5/6/19

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EXHIBIT A
RESOLUTION

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE CITY OF SOUTHAVEN TO SURPLUS AND AUTHORIZE EXECUTION OF CONTRACT BY MAYOR FOR THE SALE OF REAL PROPERTY LOCATED AT 3278 MAY BLVD. IN ACCORDANCE WITH MISSISSIPPI CODE 57-7-1

WHEREAS, pursuant to Mississippi Code 21-17-5, the City of Southaven ("City") Governing Authorities shall have the care, management and control of the City affairs and its property and finances and the power to adopt any resolution with respect to City property; and

WHEREAS, the City currently owns the approximate 1.5 acre tract of land, which includes a park shop and is located at 3278 May Blvd. ("the Property"); and

WHEREAS, the City Governing Authorities desires to surplus the Property and sale the Property in accordance with Mississippi Code Section 57-7-1; and

WHEREAS, the City Governing Authorities find that the Property will not be needed for a government purpose and desire to construct or have constructed a new park shop that will replace the existing park shop located on the Property; and

WHEREAS, Kaplan, LLC ("Kaplan") and the City desire to enter into a contract for the Property upon such terms and conditions as the City shall prescribe;

WHEREAS, Kaplan has agreed to allow the City nine (9) months from the execution of the contract to vacate the current park shop on the Property; and

WHEREAS, upon the expiration of the 9 months for the City's vacating of the park shop on the Property, Kaplan shall be the party responsible for removal of the park shop located on the Property; and

WHEREAS, Kaplan, upon the purchase of the property and expiration of the 9 months for the City to vacate the park shop on the Property, will develop and utilize the Property for commercial, economic, and industrial purposes by developing the Property in conjunction with the adjacent 10.5 acres north of the Property, which Kaplan is also purchasing, for the construction of a hotel that will feature all the modern amenities for a similar situated hotel, combined with a mixed-use building featuring a coffee bar, commercial shops, restaurants, work-out facility, and meeting spaces for rent; and

WHEREAS, the average of two (2) appraisals for the Property is Four Hundred Two Thousand, Five Hundred Dollars and 00/100 (\$402,500.00); and

WHEREAS, based on Kaplan's plans and purposes for the development of the Property as noted herein, the economic impact of the development to the City by expanding and providing commercial and industrial development within the City, along with the increase in sales tax accompanying Kaplan's development, the increase in property tax for the City, increase in sales tax, the City's vision as tourist area for the Property, and increase in tourism, the City desires to

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enter into a contract for the sale the Property for good and valuable consideration pursuant to Mississippi Code 57-7-1 (MS AG Op. Manley (September 10, 2014)); and

WHEREAS, the Mississippi Supreme Court in *Ball v. Mayor and Board of Aldermen of City of Natchez*, 983 So.2d 295, 306-307 (Miss.2008), noted that Mississippi Code Annotated "Section 57-7-1 is an economic development statute and the objective of a [c]ity's sale or lease of surplus property may not be to receive the highest purchase price. In other words, the lease or sale may be tied to a vision for a city development plan...numerous opinions by the Attorney General's Office have opined that a lease or sale should be for "good and valuable consideration" and not necessarily fair market value." *citing* Op. Att'y Gen., O'Neal (September 1, 2006); Op. Att'y Gen., Wagner (March 31, 2006); and

WHEREAS, based on the aforementioned findings, Mississippi Attorney General Opinion to the City, and Mississippi law, the City Governing Authorities desire to sale the Property to Kaplan in the amount of Two Hundred Seventy Five Thousand Dollars and 00/100 (\$275,000.00); and

NOW THEREFORE, in consideration of the findings previously noted, be it resolved as follows:

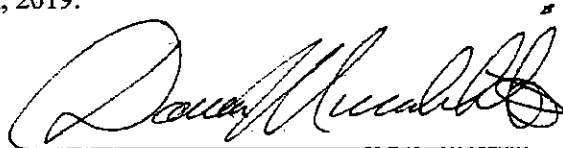
1. Pursuant to Mississippi Code 57-7-1, the City finds that the Property will be used for industrial and commercial purposes by Kaplan as it will help accomplish the City's Governing Authorities' visions and plans for the Property and surrounding area for increase in tourism by utilizing the Property for commercial, economic, and industrial purposes by developing the Property in conjunction with the adjacent 10.5 acres north of the Property, which Kaplan is also purchasing, for a the construction of a hotel that will feature all the modern amenities for a similar situated hotel, combined with a mixed-use building featuring a coffee bar, commercial shops, restaurants, work-out facility, and meeting spaces for rent.
2. The City also finds that the development of the Property by Kaplan will increase the economic impact to the City by expanding and commercial, economic, and industrial development within the City, along with the increase in sales tax accompanying the development, the increase in property tax for the City, increase in commercial development, increase in tourism to the City and visitors to City events.
3. Based on the foregoing and in accordance with Mississippi Code 57-7-1, the Mayor is authorized to sign the contract with Kaplan for the Property for a purchase price of \$275,000.00 for the Property and the City finds that such price is for good and valuable consideration and does not constitute a donation.
4. The Mayor, on behalf of the City, is authorized, at his discretion, to hire all professionals needed with the consummation and due diligence of the Property and to sign any and all closing or other documents and take any and action to effectuate the intent of this Resolution.

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Following the reading of the foregoing Resolution, Alderman Gallagher made the motion and Alderman Flores seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

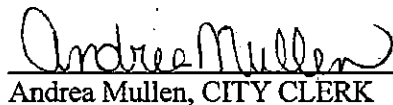
Alderman William Brooks	voted: ABSENT
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: ABSENT
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 16th day of April, 2019.



Darren Musselwhite, MAYOR

ATTEST:



Andrea Mullen, CITY CLERK



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EXHIBIT B

PROPERTY DESCRIPTION

PART OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 SOUTH, RANGE 7 WEST, BEING SITUATED IN THE CITY OF SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2 OF "LOTS 1 & 2, BOBWHITE FARM SUBDIVISION", RECORDED IN PLAT BOOK 62, AT PAGE 34 IN THE DESOTO COUNTY CHANCERY CLERK'S OFFICE; THENCE NORTH 89 DEGREES 56 MINUTES 42 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 2 AND THE NORTH RIGHT-OF-WAY LINE OF MAY BOULEVARD FOR 260.80 FEET; THENCE NORTH 00 DEGREES 31 MINUTES 24 SECONDS WEST FOR 249.99 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89 DEGREES 56 MINUTES 42 SECONDS EAST FOR 260.80 FEET TO THE EAST LINE OF SAID LOT 2 AND THE WEST RIGHT-OF-WAY LINE OF SNOWDEN LANE; THENCE SOUTH 00 DEGREES 31 MINUTES 54 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2 AND ALONG THE WEST LINE OF SAID SNOWDEN LANE FOR 249.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.50 ACRES OF LAND, MORE OR LESS.

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the 8th day of May, 2019 (the "Effective Date"), by and between **CITY OF SOUTHAVEN, MISSISSIPPI**, a Mississippi Municipal Corporation ("Seller") and **KAPLAN MANAGEMENT INDUSTRY, LLC**, a Mississippi Limited Liability Corporation ("Purchaser").

WITNESSETH:

WHEREAS, pursuant to the Mississippi Code Sections 21-17-5 and 21-17-1 and the Resolution attached hereto as Exhibit A and incorporated herein, the Purchaser desires to buy and Seller desires to sell the Property at the price and on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the recitals, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed by and between the parties as follows:

1. **Purchase and Sale.** In consideration of the Purchase Price (as hereinafter defined) and upon the terms and conditions hereinafter set forth, Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, that certain real property conveyed to the City, via Warranty Deed filed at Book 682 and Page 38 in the Desoto County Chancery Clerk's Office, and such property is located in the City of Southaven Mississippi and more particularly described in the Warranty Deed in Exhibit B attached hereto (the "Property").

2. **Purchase Price and Earnest Money.** The purchase price (the "Purchase Price") for the Property is Two Million, Two Hundred Thirty Seven Thousand, Five Hundred Dollars and 00/100 (\$2,237,500.00). The Purchaser will deposit with Rick Sparkman, closing attorney for Purchaser and Seller, the amount of Fifty Thousand Dollars (\$50,000.00) as Earnest Money, within five business days of execution on contract, which shall be credited against the Purchase Price at Closing. Failure to deposit the Earnest in readily available U.S. funds shall void this Agreement and it shall not have further legal effect.

3. **Closing.** The closing of the transaction contemplated by this Agreement (the "Closing") shall be held not more than fourteen (14) days after the close of the Review Period (as hereinafter defined) or if applicable the Cure Period (as hereinafter defined) but not later than June 14, 2019, except as extended during the Cure Period or by amendment to this Agreement.

4. **Feasibility Period.**

(a) Purchaser shall have, for thirty (30) days from the date of execution of this Agreement, the right to make, or cause to be made, any physical inspections of the Property or portions thereof (the "Feasibility Period"). The Purchaser and the Purchaser's agents and contractors shall have the right to enter upon the Property for the purpose of making

Minutes, City of Southaven, Southaven, Mississippi

any such inspections without having to first notify the Seller of any such entries, and the Purchaser may make such use of the Property as is reasonable for the making of such inspections. Purchaser shall be allowed to commence limited construction and renovation on Property prior to closing. All such actions shall be at the sole risk of the Purchaser, and the Purchaser shall indemnify and defend the Seller against any loss arising from any such action as it relates to inspection or construction and renovation by Purchaser during or arising from the Feasibility Period. This indemnification shall survive this Agreement.

(b) Upon the expiration of the Feasibility Period, Purchaser will determine, in its sole discretion, whether to proceed with the transaction contemplated herein. If Purchaser, in its sole discretion, is not satisfied with the transaction contemplated by this Agreement, Purchaser will send a notice to Seller on or before the last day of the Feasibility Period notifying Seller that Purchaser is not satisfied with the transaction, in which event Purchaser will return all Inspection Documents to Seller and receive a full refund of the Earnest Money and this Agreement will become null and void. If such notice is not given, Purchaser will be deemed to have agreed to proceed with the transaction contemplated by this Agreement, the Earnest Money will be non-refundable and this transaction will close in accordance with the provisions of this Agreement. Seller agrees to reasonably cooperate with any such investigations, inquiries, inspections or studies made by or at Purchaser's direction; however, Seller shall not be responsible for any costs or expenses associated with investigations, inquiries, inspections or studies. Purchaser agrees to restore the Property to its current condition in the event of change as a result of said inspections and testing, and to indemnify, defend and hold Seller harmless from and against any and all actual losses, expenses and other liabilities sustained by Seller that arise directly from Purchaser's negligence or intentional misconduct in the course of its inspection.

(c) During the Feasibility Period, Purchaser, at Purchaser's expense, will obtain an ALTA/ACSM Class A "As-Built" Survey of the Property (the "Survey") certified to the Purchaser and to Purchaser's lender, if any, in form and substance satisfactory to Purchaser showing the Property separately by metes and bounds and showing the location of all buildings and dimensions thereof, all "set back" or building restriction lines, all improvements and parking areas and the location thereof and the extent of any and all existing utility and other easements and federal flood designation affecting the Property. Purchaser, prior to the expiration of the Feasibility Period, may make Survey Objections to any matter set forth on the Survey. Purchaser's failure to make Survey Objections within such time period will constitute waiver of Survey Objections. Any matter shown on the Survey and not objected to by Purchaser will be a Permitted Title Exception pursuant to this Agreement. Seller will have until the later of ten days after receipt of a Survey Objection or the expiration of the Feasibility Period to cure any Survey Objections; however, Seller shall not be required to incur any expense associated with correcting any Survey Objections. If the Survey Objections are not cured within the designated time, Purchaser will have the option to (i) terminate this Agreement by giving written notice to the Seller and receive a refund of the Earnest Money and the interest accrued, if any; or (ii) waive the Survey Objections and proceed to close.

(d) Within seven (7) days after the expiration of the Feasibility Period and as a condition precedent to closing, Seller shall have the Property rezoned to Commercial, specifically a C-4 classification. If, for any reason the Property is not rezoned by June 14,

Minutes, City of Southaven, Southaven, Mississippi

2019, Purchaser may terminate this Agreement and be refunded its earnest money; however, in no event shall Seller have any liability to Purchaser under this Agreement if the Property is not rezoned.

5. **Title.** Purchaser shall provide to Seller, within seven (7) days from the end of the Feasibility Period, a Title Commitment (the "**Title Commitment**") issued by a title insurance company acceptable to the Seller, agreeing to issue an owner's title policy to Purchaser upon satisfaction of Purchaser's obligations in an amount not less than the Purchase Price (the "**Review Period**"). If the Title Commitment contains matters that the Purchaser deems objectionable, the Purchaser shall have five (5) days to notify Seller, in writing, of the objectionable items. Seller shall then have 15 days to satisfy the Purchaser's objections, should Seller elect to do so (the "**Cure Period**"). If defects cannot be cured within this fifteen (15) day period, Purchaser, at his option, may either (a) terminate the Agreement, (b) accept title as is and elect to close, or (c) grant the Seller a reasonable time to satisfy the objections.

6. **Default and Termination.**

a. **Seller's Default.** In the event Seller shall fail to perform any of its obligations herein, the Earnest Money shall be returned to the Purchaser and the Purchaser may, at its option terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date.

b. **Purchaser's Default.** In the event Purchaser fails to accept the transfer of the Property on the Closing Date, in accordance with the terms of this Agreement, Seller's remedy shall be to retain the Earnest Money and terminate this Agreement by written notice delivered to the Purchaser at or prior to the Closing Date and neither party shall have any other rights or obligations hereunder.

c. This Agreement may be terminated by written mutual agreement of the parties. Upon termination of this Agreement, the parties shall be relieved of any further obligation to the other.

7. **Warranty Deed And Possession.**

(a) **Seller's Deliveries.** At Closing and at Seller's expense, Seller shall cause to be delivered to the Purchaser, a warranty deed (the "**Deed**") executed by the Seller, conveying such title, as is vested in Seller, to the Property, excepting only the Permitted Exceptions, restrictions, and evidence of the authority of Seller to execute and deliver such Closing Documents, and the valid execution of such Closing Documents on behalf of Seller.

(b) **Purchaser's Deliveries.** At Closing, Purchaser shall deliver the Purchase Price less the Earnest Money, a closing statement setting forth any prorations, taxes and other monies to be paid by Purchaser at Closing, evidence acceptable to Seller, the authority of Purchaser to execute and deliver such Closing Documents and the valid

Minutes, City of Southaven, Southaven, Mississippi

execution of such Closing Documents on behalf of Purchaser, and such other documents, affidavits or instruments as requested by the Seller.

(c) Property Sold "As-Is, Where-Is." The Property is being sold "as-is, where-is," without any representations or warranties by Seller, including, but not limited to, to soil condition, road condition or the presence or absence, availability or non-availability or condition of utilities and other services.

(d) Possession. Purchaser and Seller acknowledge that Purchaser shall have exclusive possession of the Property upon closing. Upon or before possession by the Purchaser, Seller shall have all personal property removed from the Property.

8. Closing Costs.

(a) Seller will pay cost of title search. Buyer and Seller will pay their own closing costs and due diligence costs

9. Prorations and Adjustments.

(a) Ad valorem taxes shall be prorated (employing a 365-day year) between Purchaser and Seller as of the date of Closing.

10. Phase I Environmental Report. During the Feasibility Period, Purchaser may, at its expense, obtain a Phase I environmental report of the Property. The Phase I will be certified to the Purchaser and to Purchaser's lender, if any, in form and substance satisfactory to Purchaser.

11. Representations, Warranties, and Covenants of Seller. Seller represents and warrants to Buyer on the date hereof and as of the Closing:

(a) Seller has all requisite power and authority to own and operate the Property, to enter into this Agreement and to carry out the transactions contemplated hereby and thereby and that this Agreement is binding on Seller and enforceable in accordance with its terms.

(b) To the best of Seller's current actual knowledge, there is no notice to Seller from any governmental authority of any proposed condemnation of any portion of the Property or notice received by Seller that the Property or the use thereof is in violation of or in noncompliance with applicable codes, ordinances, regulations or laws and there are presently in effect all material licenses, permits and other authorizations necessary for the use, occupancy and operation of the Property as it is presently being operated.

(c) Seller has obtained all consents necessary to enter into and perform this Agreement.

(d) Seller is not relying on any oral representations or warranties made by Buyer with respect to this transaction.

Minutes, City of Southaven, Southaven, Mississippi

12. Representations, Warranties, and Covenants of Purchaser. Purchaser represents and warrants to and covenants with Seller as follows:

(a) Purchaser is a Mississippi limited liability corporation, duly organized, validly existing and in good standing under the laws of the State of Mississippi under which it was formed and has all requisite power and authority to own and operate the Property, to enter into this Agreement and to carry out the transactions contemplated hereby and thereby and that this Agreement is binding on Purchaser and enforceable in accordance with its terms.

(b) There are no actions, proceedings or investigations pending involving Purchaser which question the validity of this Agreement or of any action taken or to be taken by Purchaser pursuant hereto or materially affect the ability of the Purchaser to perform its obligations hereunder.

(c) Purchaser is not relying on any oral representations or warranties made by Seller with respect to this transaction.

(d) Individual signing on behalf of Purchaser has the authority and power to sign on behalf of Purchaser and bind Purchaser to this Agreement.

13. Miscellaneous.

(a) Entire Agreement. This Agreement and the exhibits attached hereto contain the entire agreement between the parties, and no written or oral promise, representation, warranty or covenant not included in this Agreement or any such referenced agreements has been or is relied upon by either party.

(b) No Oral Modification. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by both Purchaser and Seller.

(c) Jurisdiction; Choice of Law and Venue. In the event that any litigation arises hereunder, it is specifically stipulated that this Agreement shall be interpreted and construed according to the laws of the State of Mississippi and the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs. Purchaser and Seller submit to the jurisdiction of the DeSoto County Court in the State and the United States District Court for the Northern District of Mississippi in respect of any suit or other proceeding brought in connection with or arising out of this Agreement. The provisions of this Section shall survive the Closing.

(d) Attorneys' Fees. The prevailing party in any litigation between the parties arising under this Agreement shall be entitled to recover reasonable attorneys' fees.

(e) Counterparts. This Agreement shall be executed in any number of counterparts which together shall constitute the agreement of the parties.

Minutes, City of Southaven, Southaven, Mississippi

(f) Headings. The Section headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

(g) Assignment. This Agreement, and the rights and obligations hereunder, may not be assigned by Purchaser except to an entity controlled by or under common control of Purchaser, a subsidiary or an affiliate of Purchaser. In the event of any such assignment, such assignee shall assume the obligations of the original party designated as Purchaser hereunder and shall provide written evidence of such assumption to the Seller. The original party designated as the Purchaser hereunder shall not be released from its duties or obligations hereunder in the event of such assignment. Seller agrees to close the transaction contemplated hereunder with the assignee of Purchaser.

(h) Successors. This Agreement and the terms and provisions hereof shall inure to the benefit and be binding upon the parties hereto and their respective heirs, executors, personal representatives, permitted successors and assigns whenever the context so requires or permits.

(i) Enforceability. If any provisions of this Agreement are held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement.

(j) Time of the Essence. Time is of the essence of this Agreement.

(k) Notices. All notices provided or permitted to be given under this Contract must be in writing and may be served by hand delivery to the party to be notified, with written receipt; by depositing same in a United States Postal Service depository, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; by delivering to the party to be notified by a nationally-recognized, overnight delivery service (e.g., Federal Express); by facsimile copy transmission during normal business hours with a confirmation copy delivered by another method permitted under this Section; or by electronic mail addressed to the electronic mail address set forth below for the party to be notified with a confirmation copy delivered by another method permitted under this Section. Notice given in accordance herewith for all permitted forms of notice other than by electronic mail, shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee. Notice given by electronic mail in accordance herewith shall be effective upon the entrance of such electronic mail into the information processing system designated by the recipient's electronic mail address. Except for facsimile and electronic mail notices as described above, no notice hereunder shall be effective if sent or delivered by electronic means. For purposes of notice, the addresses of the parties shall be as follows (or such other addresses as the parties may specify from time to time in accordance with this Section):

If to Seller, to:

City of Southaven
8710 Northwest Drive

Minutes, City of Southaven, Southaven, Mississippi

Southaven, MS 38671
Attn: Mayor Darren Musselwhite
Telephone: 662-280-2489
dmusselwhite@southaven.org

If to Buyer, to:

Kaplan, LLC
Attn: Dean Harris
CrestCore Reality
Telephone: 901-619-6170
dean@crestcore.com

IN WITNESS WHEREOF, the parties have executed this document on the date by their signatures set forth below, although effective as of the date first above written.

SELLER - CITY OF SOUTHAVEN

By:

Darren Musselwhite
MAYOR DARREN MUSSELWHITE

Date:

5-8-19

PURCHASER - KAPLAN, LLC

By:

Date:

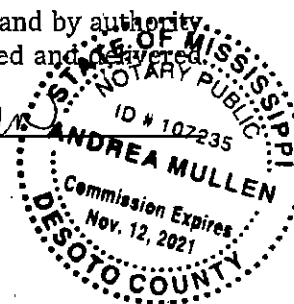
5/6/19

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8 day of May, 2019 within my jurisdiction, the within named **DARREN MUSSELWHITE** who acknowledged that as Mayor on behalf of and by authority of CITY OF SOUTHAVEN, after being duly authorized to do so, he executed and delivered the above and foregoing instrument.

Andrea Mullen
NOTARY PUBLIC

My Commission Expires:
November 12, 2021
[AFFIX NOTARY SEAL]



Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT A
RESOLUTION

Minutes, City of Southaven, Southaven, Mississippi

RESOLUTION OF THE CITY OF SOUTHAVEN TO SURPLUS AND SALE REAL PROPERTY IN ACCORDANCE WITH MISSISSIPPI LAW

WHEREAS, pursuant to Mississippi Code 21-17-5, the City of Southaven ("City") governing authorities shall have the care, management and control of the City affairs and its property and finances and the power to adopt any resolution with respect to City property; and

WHEREAS, the City owns a certain property as more fully set forth in the deeds attached hereto as Exhibit A with such deed filed with the Chancery Clerk's Office at Book 682 Page 38 ("the Property"); and

WHEREAS, pursuant to Mississippi Code 21-17-1(2)(a), the City previously surplused the Property on January 5, 2016; and

WHEREAS, pursuant to Mississippi Code 21-17-1(2)(a), the City again finds that the Property is no longer needed for municipal or related purposes and the sale of the Property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the City and that the use of the Property for the purpose for which it is to be sold and conveyed will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof; and

WHEREAS, the conveyance of the Property is in the best interest of the City; and

WHEREAS, the City finds that the sale of the Property by seeking bids for the Property is not necessary or desirable for the financial welfare of the City; and

WHEREAS, in accordance with Mississippi Code 21-17-1(2)(b)(i), the City received two (2) appraisals for the Property from Rip Walker and Associates and Bill Sexton Appraisals, LLC, which appraisers were chosen by the City and approved by Kaplan, LLC ("Purchaser"); and

WHEREAS, the Purchaser will pay half of the costs associated with the appraisals; and

WHEREAS, the average of the two (2) appraisals is Two Million, Two Hundred Thirty Seven Thousand, Five Hundred Dollars and 00/100 (\$2,237,500.00); and

NOW THEREFORE, in consideration of the findings previously noted, be it resolved as follows:

1. The City Board does hereby authorize the sale and conveyance of the Property to the Purchaser in the amount of \$2,237,500.00.
2. The Mayor, on behalf of the City, is authorized to enter into a contract with the Purchaser for the sale of the Property.
3. The Mayor and/or the City Clerk or their designees are authorized to sign any and all

Minutes, City of Southaven, Southaven, Mississippi

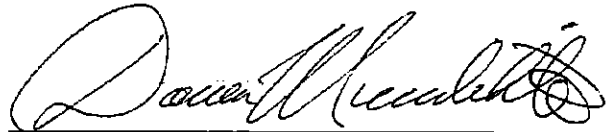
documents required for the conveyance of the Property.

4. The Mayor or his designee, on behalf of the City, are authorized to take any and all action to effectuate the intent of this Resolution, including, but not limited to, ordering title work, conducting due diligence, and hiring all professionals needed for the actual conveyance and/or closing of the Property.

Following the reading of the foregoing Resolution, Alderman Gallagher made the motion and Alderman Kelly seconded the motion for its adoption. The Mayor put the question to a roll call vote, and the result was as follows:

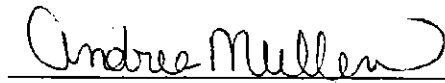
Alderman William Brooks	voted: ABSENT
Alderman Kristian Kelly	voted: YES
Alderman Charlie Hoots	voted: YES
Alderman George Payne	voted: YES
Alderman Joel Gallagher	voted: YES
Alderman John Wheeler	voted: ABSENT
Alderman Raymond Flores	voted: YES

RESOLVED AND DONE, this 16th day of April, 2019.



Darren Musselwhite, MAYOR

ATTEST:



Andrea Mullen, CITY CLERK



Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT B

WARRANTY DEED FILE AT BOOK 682, PAGE 38 DESOTO COUNTY CHANCERY CLERK

Minutes, City of Southaven, Southaven, Mississippi

LS
LS
67

6/01/12 8:09:24
OK W BK 682 P6 38
DESDO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by and Return to:

Austin Law Firm, P.A.
Kelly Hagan Smith, MSB #99238
6928 Cobblestone Drive
Suite 100
Southaven, MS 38672
662-890-7575
File No: 904-12-4254

Grantors Address: Eads, LLC, a Mississippi limited liability company
2406 Holly Springs Rd., Hernando, MS 38632
662-429-9781

Grantee Address: City of Southaven, Mississippi, a Municipal Corporation
8718 Northwest Drive, Southaven, MS 38672
662-393-5931

Indexing Instructions: 18.51 acres, more or less, situated in part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 34, Township 1 South, Range 7 West, DeSoto County, Mississippi.

WARRANTY DEED

EADS, LLC, a Mississippi Limited
Liability Company

GRANTOR

TO

City of Southaven, Mississippi
A Municipal Corporation,

GRANTEE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, EADS, LLC, a Mississippi Limited Liability Company, does hereby sell, convey, and warrant unto City of Southaven, Mississippi, a Municipal Corporation the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Minutes, City of Southaven, Southaven, Mississippi

DK M BK 682 PG 39

10.51 acres, more or less, situated in part of the Southwest Quarter of the Northwest Quarter of Section 34, Township 1 South, Range 7 West, DeSoto County, Mississippi, and being more particularly described on the attached Exhibit "A."

The warranty in this Deed is subject to the requirements and remedies pertaining to site plans and development set out in the deed from National Bank of Commerce, Trustee for the J.B. Snowden Trust to the McCleskey Group, LLC, dated July 27, 1999, recorded in the deed records of DeSoto County, Mississippi, which shall be binding upon said Grantee, its successors and assign, for a period of twenty-five (25) years, and shall run with the land for a period of twenty-five (25) years; to subdivision and zoning regulations in effect in the City of Southaven, DeSoto County, Mississippi; to rights of ways and easements for public roads and public utilities shown or not shown on the public records; and to any prior reservation or conveyance, together with the release of damages of, minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel in, on, and under subject property.

The warranty in this Deed is further subject to those certain Right of Ways to MP&L recorded in Book 46, Page 552 and Book 254, Page 50 in the office of the Chancery Clerk of DeSoto County, Mississippi;

The warranty in this Deed is further subject to a ten (10) foot easement to DeSoto County, Mississippi recorded in Book 226, Page 306;

Taxes for 2012 have been prorated, and possession is given with this deed.

WITNESS the signature(s) of the duly authorized officer (s) of the Limited Liability Company, this the 30th day of May, 2012.

EADS, LLC,
A Mississippi limited liability company

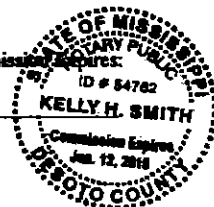
BY: W.E. Davis
W.E. Davis, Member

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named, W.E. Davis, who acknowledged that as Member for and on behalf of and by authority of EADS, LLC, a Mississippi Limited Liability Company, signed and delivered the above and foregoing Deed on the day and year therein mentioned, and for the purposes therein expressed, he having been so duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of May, 2012.

My Commission Expires:



Kelly H. Smith
NOTARY PUBLIC

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT "A"

DK W BK 682 PG 40

Being a part of the monument profile of the "Barnes development" parcel, Belvidere Farms Subdivision, as described in Plat Book 42, Page 34 in the DeLafayette County Clerk's Office, and in lying in the northwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 34, Township 1 North, Range 7 West, Southaven, DeLafayette County, Mississippi, and being more particularly described by the notes and bounds as follows:

AREA 1:

Commencing at the northwest corner of said Section 34 as depicted in Plat Book 42, Page 34 in the DeLafayette County Clerk's Office; thence along the west line of said Section 34, and along the east line of Gatwell Road (100 feet E.O.W.) south 88 degrees, 34 minutes, 18 seconds east a distance of 2,391.00 feet to a point; thence north 88 degrees, 34 minutes, 48 seconds west a distance of 38.01 feet to a point in the west line of said Gatwell Road, said point being the point of beginning; thence south 88 degrees, 34 minutes, 48 seconds east a distance of 233.62 feet to a point; thence north 88 degrees, 31 minutes, 51 seconds east a distance of 341.32 feet to a point; thence south 88 degrees, 30 minutes, 00 seconds east a distance of 81.22 feet to a point; thence south 88 degrees, 30 minutes, 00 seconds east a distance of 138.74 feet to a point; thence north 88 degrees, 36 minutes, 42 seconds west a distance of 302.78 feet to a point in the east line of said Gatwell Road; thence along said east line north 00 degrees, 40 minutes, 13 seconds west a distance of 300.05 feet to the point of beginning and enclosing 2.95 acres.

Being a part of the monument profile of the "Barnes development" parcel, Belvidere Farms Subdivision, as described in Plat Book 42, Page 34 in the DeLafayette County Clerk's Office, and in lying in the northwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 34, Township 1 North, Range 7 West, Southaven, DeLafayette County, Mississippi, and being more particularly described by the notes and bounds as follows:

AREA 2:

Commencing at the northwest corner of said Section 34 as depicted in Plat Book 42, Page 34 in the DeLafayette County Clerk's Office; thence along the west line of said Section 34, and along the east line of Gatwell Road (100 feet E.O.W.) south 88 degrees, 34 minutes, 18 seconds east a distance of 2,391.00 feet to a point; thence south 88 degrees, 34 minutes, 48 seconds east a distance of 38.01 feet to the point of beginning; thence north 88 degrees, 34 minutes, 48 seconds west a distance of 301.30 feet to a point; thence north 88 degrees, 31 minutes, 51 seconds east a distance of 340.00 feet to a point; thence north 88 degrees, 30 minutes, 42 seconds west a distance of 232.25 feet to a point; thence north 88 degrees, 30 minutes, 00 seconds west a distance of 138.74 feet to a point; thence north 88 degrees, 36 minutes, 00 seconds west a distance of 8.72 feet to a point; thence north 88 degrees, 31 minutes, 30 seconds west a distance of 741.33 feet to the point of beginning and enclosing 3.31 acres.

AREA 3:

Commencing at the northwest corner of said Section 34 as depicted in Plat Book 42, Page 34, in the DeLafayette County Clerk's Office; thence along the west line of said Section 34 and along the east line of Gatwell Road (100 feet E.O.W.) south 88 degrees, 34 minutes, 18 seconds east a distance of 2,391.00 feet to a point; thence north 88 degrees, 34 minutes, 48 seconds west a distance of 38.01 feet to the point of beginning; thence south 88 degrees, 34 minutes, 48 seconds east a distance of 340.00 feet to a point in the west line of Gatwell Road (100 feet E.O.W. and formerly Old Gatwell Road); thence along said west line north 00 degrees, 31 minutes, 51 seconds east a distance of 340.05 feet to a point; thence north 88 degrees, 36 minutes, 42 seconds west a distance of 302.96 feet to a point; thence north 88 degrees, 31 minutes, 51 seconds west a distance of 300.05 feet to the point of beginning and enclosing 4.25 acres.

Minutes, City of Southaven, Southaven, Mississippi

LS 6/01/12 8:09:24
LS DK W BK 682 PG 38
40 DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by and Return to:

* Austin Law Firm, P.A.
Kelly Hagan Smith, MSB #99238
6928Cobblestone Drive
Suite 100
Southaven, MS 38672
662-890-7575
File No: S04-12-0254

Grantors Address: Eads, LLC, a Mississippi limited liability company
2406 Holly Springs Rd., Hernando, MS 38632
662.429.9781

Grantees Address: City of Southaven, Mississippi, a Municipal Corporation
8710 Northwest Drive, Southaven, MS 38672
662.393.5931

Indexing Instructions: 10.51 acres, more or less, situated in part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter of Section 34, Township 1 South, Range 7 West, DeSoto County, Mississippi.

WARRANTY DEED

**EADS, LLC, a Mississippi Limited
Liability Company**

GRANTOR

TO

**City of Southaven, Mississippi
A Municipal Corporation,**

GRANTEE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, EADS, LLC, a Mississippi Limited Liability Company, does hereby sell, convey, and warrant unto City of Southaven, Mississippi, a Municipal Corporation the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Minutes, City of Southaven, Southaven, Mississippi

DK W BK 682 P6 39

10.51 acres, more or less, situated in part of the Southwest Quarter of the Northwest Quarter of Section 34, Township 1 South, Range 7 West, DeSoto County, Mississippi, and being more particularly described on the attached Exhibit "A."

The warranty in this Deed is subject to the requirements and remedies pertaining to site plans and development set out in the deed from National Bank of Commerce, Trustee for the J.B. Snowden Trust to the McCleskey Group, LLC, dated July 27, 1999, recorded in the deed records of DeSoto County, Mississippi, which shall be binding upon said Grantee, its successors and assign, for a period of twenty-five (25) years, and shall run with the land for a period of twenty-five (25) years; to subdivision and zoning regulations in effect in the City of Southaven, DeSoto County, Mississippi; to rights of ways and easements for public roads and public utilities shown or not shown on the public records; and to any prior reservation or conveyance, together with the release of damages of, minerals of every kind and character, including, but not limited to oil, gas, sand, and gravel in, on, and under subject property.

The warranty in this Deed is further subject to those certain Right of Ways to MP&L recorded in Book 46, Page 552 and Book 254, Page 50 in the office of the Chancery Clerk of DeSoto County, Mississippi;

The warranty in this Deed is further subject to a ten (10) foot easement to DeSoto County, Mississippi recorded in Book 226, Page 306;

Taxes for 2012 have been prorated, and possession is given with this deed.

WITNESS the signature(s) of the duly authorized officer (s) of the Limited Liability Company, this the 30th day of May, 2012.

EADS, LLC,
A Mississippi limited liability company

BY: W.E. Davis
W.E. Davis, Member

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY APPEARED before me, the undersigned authority at law, in and for the State and County aforesaid, the within named, W.E. Davis, who acknowledged that as Member for and on behalf of and by authority of EADS, LLC, a Mississippi Limited Liability Company, signed and delivered the above and foregoing Deed on the day and year therein mentioned, and for the purposes therein expressed, he having been so duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30th day of May, 2012.

My Commission Expires:



Kelly H. Smith
NOTARY PUBLIC

Minutes, City of Southaven, Southaven, Mississippi

EXHIBIT "A"

DK W BK 682 PG 40

Being a part of the southeast portion of the "future development" parcel, Bobwhite Farms Subdivision, as described in Plat Book 62, Page 34 in the DeSoto County Clerk's Office and in lying in the southeast quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 34, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi, and being more particularly described by the notes and bounds as follows:

AREA 1:

Commencing at the northwest corner of said Section 34 as depicted in Plat Book 62, Page 34 in the DeSoto County Clerk's Office; thence along the west line of said Section 34, and along the centerline of Getwell Road (106 foot R.O.W.) south 00 degrees, 46 minutes, 18 seconds east a distance of 2,291.60 feet to a point; thence south 89 degrees, 56 minutes, 48 seconds east a distance of 58.01 feet to a point in the west line of said Getwell Road, said point being the point of beginning; thence south 89 degrees, 56 minutes, 48 seconds west a distance of 235.82 feet to a point; thence south 00 degrees, 31 minutes, 58 seconds east 341.22 feet to a point; thence north 90 degrees, 00 minutes, 00 seconds east a distance of 8.72 feet to a point; thence south 00 degrees, 00 minutes, 00 seconds east a distance of 158.74 feet to a point; thence north 89 degrees, 56 minutes, 48 seconds west a distance of 360.78 feet to a point in the east line of said Getwell Road; thence along said east line north 00 degrees, 46 minutes, 18 seconds west a distance of 500.03 feet to the point of beginning and containing 2.95 acres.

Being a part of the southeast portion of the "future development" parcel, Bobwhite Farms Subdivision, as described in Plat Book 62, Page 34 in the DeSoto County Clerk's Office and in lying in the southeast quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 34, Township 1 South, Range 7 West, Southaven, DeSoto County, Mississippi, and being more particularly described by the notes and bounds as follows:

AREA 2:

Commencing at the northwest corner of said Section 34 as depicted in Plat Book 62, Page 34 in the DeSoto County Clerk's Office; thence along the west line of said Section 34, and along the centerline of Getwell Road (106 foot R.O.W.) south 00 degrees, 46 minutes, 18 seconds east a distance of 2,291.60 feet to a point; thence south 89 degrees, 56 minutes, 48 seconds east a distance of 308.63 feet to the point of beginning; thence south 89 degrees, 56 minutes, 48 seconds east a distance of 291.59 feet to a point; thence south 00 degrees, 31 minutes, 58 seconds east 500.03 feet to a point; thence north 89 degrees, 56 minutes, 48 seconds west a distance of 272.23 feet to a point; thence north 00 degrees, 00 minutes, 00 seconds west a distance of 158.74 feet to a point; thence south 90 degrees, 00 minutes, 00 seconds west a distance of 8.72 feet to a point; thence north 00 degrees, 31 minutes, 58 seconds west a distance of 341.22 feet to the point of beginning and containing 3.32 acres.

AREA 3:

Commencing at the northwest corner of said Section 34 as depicted in Plat Book 62, Page 34, in the DeSoto County Clerk's Office; thence along the west line of said Section 34 and along the centerline of Getwell Road (106 foot R.O.W.) south 00 degrees, 46 minutes, 18 seconds east a distance of 2,291.60 feet to a point; thence south 89 degrees, 56 minutes, 48 seconds east a distance of 601.13 feet to the point of beginning; thence south 89 degrees, 56 minutes, 48 seconds east a distance of 369.96 feet to a point in the west line of Maples Road (60-foot R.O.W. and formerly Old Getwell Road); thence along said west line south 00 degrees, 31 minutes, 58 seconds west a distance of 500.03 feet to a point; thence north 89 degrees, 56 minutes, 48 seconds west a distance of 369.96 feet to a point; thence north 00 degrees, 31 minutes, 58 seconds west a distance of 500.03 feet to the point of beginning and containing 4.25 acres.