

STATE MS.-DESOTO CO. *me*
FILED *mc*

Nov 26 1 44 PM '02

Prepared By:Wal-Mart Stores East, Inc.
Sam M. Walton Development Complex
2001 S. E. 10th Street
Bentonville, AR 72716-0550
Attention: David Lynch
~~501-277-9476~~BK 433 PG 15
W.E. DAVIS CH. CLK.Please Return ToZonia N. Veal
First National Financial Title Services, Inc.
3237 Satellite Blvd., Bldg. 300, Ste. 450
Duluth, GA 30096SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED made this OCTOBER 30, 2002, between SAM'S EAST, INC., an Arkansas corporation, with a corporate address of: 702 S. W. 8th Street, Bentonville, AR 72716 ("Grantor"), and SouthTrust Bank, an Alabama banking corporation, with a corporate address of P.O. Box 2554, Birmingham, AL 35244 ("Grantee");
* 501-277-9476 - phone * 205-667-6269 - phone

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby forever grant, bargain, sell, convey and confirm to Grantee, and its successors and assigns, a certain tract of land, containing 1.26 ACRES, more or less, situated, lying, and being in the City of Southaven, Desoto County, Mississippi, as more particularly described to wit:

See Exhibit "A" attached hereto and made a part hereof ("Property");

TO HAVE AND TO HOLD said land unto Grantee, and its successors and assigns, forever, with all tenements, appurtenances and hereditaments thereunto belonging, subject to easements, conditions, restrictions and other matters of record, and subject to the following conditions and restrictions:

- (a) Grantee covenants that the Property shall only be used for purposes of the kind typically found in shopping centers, including, but not limited to, offices, banks, financial institutions, restaurants, and retail shops;
- (b) Grantee further covenants that the Property shall not be used for or in support of the following: (i) a discount store in excess of eight thousand (8,000) square feet in floor size, wholesale membership/warehouse club, grocery store/supermarket, pharmacy/drug store; (ii) gas station, quick lube/oil change facility, automobile tire sales; (iii) movie theater, bowling alley, health spa/fitness center; or (iv) adult book store, bar, night club, billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages;
- (c) Grantee further covenants that only one (1) one-story building may be erected on said Property, which building, so long as the applicable parking ratio required herein is met, shall not exceed three thousand five hundred (3,500) square feet in floor size or twenty six (26) feet in height.
- (d) Grantee further covenants that in the event the Property is used for a restaurant, there shall not be less than fifteen (15) parking spaces on the Property for every

one thousand (1,000) square feet of floor building area thereon; for all other uses permitted hereunder there shall not be less than five (5) parking spaces per one thousand (1,000) square feet of floor building area on the Property;

- (e) Grantee further covenants that: (i) only signs advertising business located on the Property may be erected thereon; (ii) the Property and all improvements erected or constructed thereon shall be maintained in good condition and repair; and (iii) the exterior of which shall not be constructed of metal (except that a metal roof shall be allowed).
- (f) Grantor hereby approves of the general site development and layout as depicted in Exhibit "A-1" attached hereto and made a part hereof ("Preliminary Plans"). The Preliminary Plans are intended, however, to be an example of Grantee's normal development and Grantor reserves the right to approve, prior to commencement of any construction by Grantee of any buildings or improvements on the Property, Grantee's: (i) site plans, (ii) utility plans including connections, (iii) grading plans including stormwater management, (iv) setbacks from lot lines, (v) location and dimensions of parking areas and spaces, driveways, and service areas, (vi) landscaping plans, (vii) the placement of Grantee's building(s) and other improvements including square footage of building(s), (viii) exterior elevations and (ix) signage ("Development Plan") prepared by certified/licensed architects and/or engineers and conforming with the restrictions set forth above. Grantee shall deliver said Development Plan to Grantor for its approval. Grantor shall have thirty (30) days after receipt of the Development Plan from Grantee to approve or disapprove the Development Plan in writing. If the Development Plan is disapproved, Grantor shall give the reasons for such disapproval, and Grantee shall resubmit to Grantor a revised Development Plan incorporating Grantor's suggested revisions within thirty (30) days from the date of Grantee's receipt of Grantor's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved. In any case, Grantee shall not construct any improvements on the Property until the Development Plan is approved by Grantor as provided in this section (f);
- (g) All such covenants, conditions, restrictions and approval rights shall remain in effect for a period of fifty (50) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated company, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated company, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record and the covenants, conditions, and restrictions as stated herein, and subject to real property taxes for the year of 2002, and thereafter.

[signature page follows]

Exhibit "A"

[Legal Description]

Being all of that certain parcel of land known as being Lot 1 of the Driver Commercial Subdivision as recorded at Plat Book 78, Page 16 at the Desoto County Chancery Court Clerk's Office, City of Hernando, County of Desoto, State of Mississippi, said parcel being located in a portion of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and a portion of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 1 South, Range 7 West, and being more particularly described as follows:

Commencing at the physical centerline intersection of Airways Boulevard and Goodman Road, said intersection being accepted as the Northwest corner of Section 31, Township 1 South, Range 7 West, City of Southaven, Desoto County, State of Mississippi, thence along the north line of said Section 31, North 89 degrees 44 minutes 20 seconds East, a distance of 2489.02' to a point; thence departing from said North line, South 00 degrees 03 minutes 21 seconds West a distance of 57.43' to a found $\frac{1}{2}$ " iron pin w/cap set in concrete, said iron pin accepted as being the northwest corner of Lot 1, Driver Commercial Subdivision, First Revision as recorded in Plat Book 78, Page 16 at the Desoto County Chancery Court Clerk's Office, City of Hernando, County of Desoto, State of Mississippi, said found iron pin being the TRUE POINT OF BEGINNING; thence along the south Right of Way line of Goodman Road (60' from centerline) and the north line of said Lot 1 in a southeasterly direction along the arc of a curve to the right having a radius of 17128.74' (Long Chord = South 89 degrees 24 minutes 21 seconds East, 163.06') an arc distance of 163.06' to a found $\frac{1}{2}$ " iron pin with plastic cap set in concrete; thence continuing along said south right of way line, South 89 degrees 07 minutes 59 seconds East, passing a found buried concrete right of way monument at 6.80 feet, but in all a total distance of 25.26' to a found $\frac{1}{2}$ " iron pin with plastic cap set in concrete; thence South 32 degrees 47 minutes 35 seconds East a distance of 63.71' to a found buried concrete right of way monument in the west Right of Way line of Elmore Road (Right of Way Varies); thence South 01 degrees 09 minutes 22 seconds West, along said west right of way line, a distance of 169.24' to a found $\frac{1}{2}$ " iron pin with plastic cap in set concrete, said iron pin being the easternmost northeast corner of Lot 4 of said subdivision and the most easterly southeast corner of said Lot 1, thence along a north line of said Lot 4, and the most easterly south line of said Lot 1, South 57 degrees 40 minutes 18 seconds West, a distance of 58.94' to a found $\frac{1}{2}$ " iron pin with plastic cap set in concrete; thence along the south line of said Lot 1, North 89 degrees 56 minutes 39 seconds West, a distance of 169.85' to a found $\frac{1}{2}$ " iron pin with plastic cap set in concrete, said iron pin being the southeast corner of Lot 2 of said subdivision and the southwest corner of said Lot 1; thence North 00 degrees 03 minutes 21 seconds East, along the east line of said Lot 2 and the west line of said Lot 1, a distance of 256.19' to said TRUE POINT OF BEGINNING

Said described Lot 1 containing 54,797 square feet or 1.258 Acres more or less.

EXHIBIT "A-1"

AllenHospital

BRANCH BANK

Southland Bank

UNIVERSITY & INDEPENDENCE BLVD

11111 UNIVERSITY BLVD
DALLAS, TEXAS 75243
DALLAS, TEXAS 75243

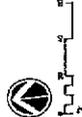
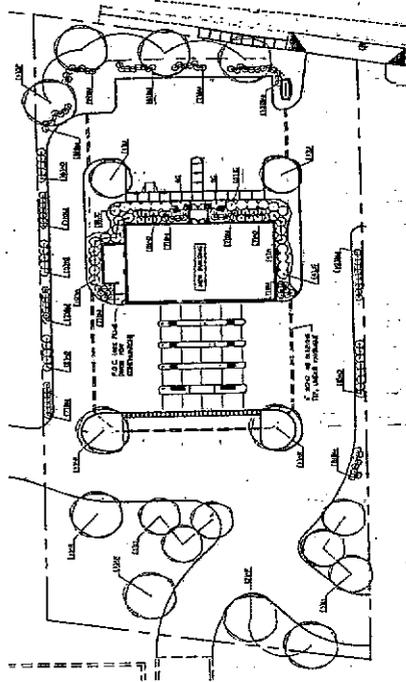


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NOTE:
THE ONLY WORK INDICATED ON THIS DRAWING TO BE A PART OF THIS CONTRACT ARE THE IRRIGATION SCHEDULES WHERE SHOWN. ALL OTHER WORK SHOWN IS FOR INFORMATION PURPOSES AND NOT PART OF THIS CONTRACT.

IRRIGATION NOTES:
1. IRRIGATION SCHEDULES ARE SHOWN IN THE IRRIGATION SCHEDULES WHERE SHOWN. ALL OTHER WORK SHOWN IS FOR INFORMATION PURPOSES AND NOT PART OF THIS CONTRACT.
2. IRRIGATION SCHEDULES ARE SHOWN IN THE IRRIGATION SCHEDULES WHERE SHOWN. ALL OTHER WORK SHOWN IS FOR INFORMATION PURPOSES AND NOT PART OF THIS CONTRACT.
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Location of Curb Cuts to be determined by *man*



E1 LANDSCAPE PLAN

Quantity	Plant Name	Common Name	Size
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A1 PLANT SCHEDULE & NOTES

Exhibit "A-1"

Allen & Hoefig
ARCHITECTS
P.C.

BRANCH BANK
1000 WEST 10TH STREET
MILWAUKEE, WISCONSIN 53233
PHONE: 442-1100
FAX: 442-1101

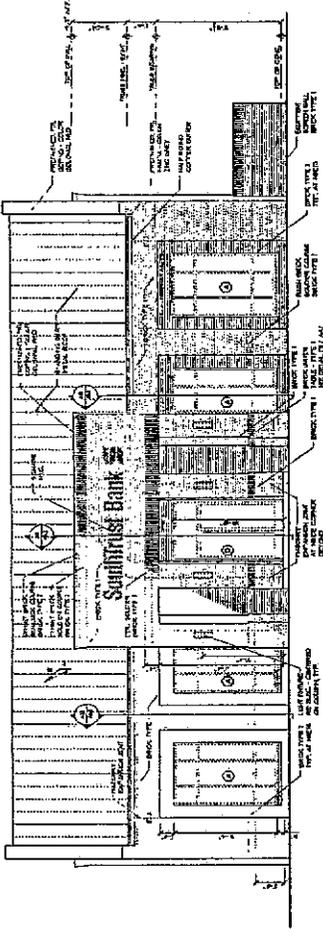
SouthTrust
Bank
COMMERCIAL BANK
MILWAUKEE, WISCONSIN

WINDOWS

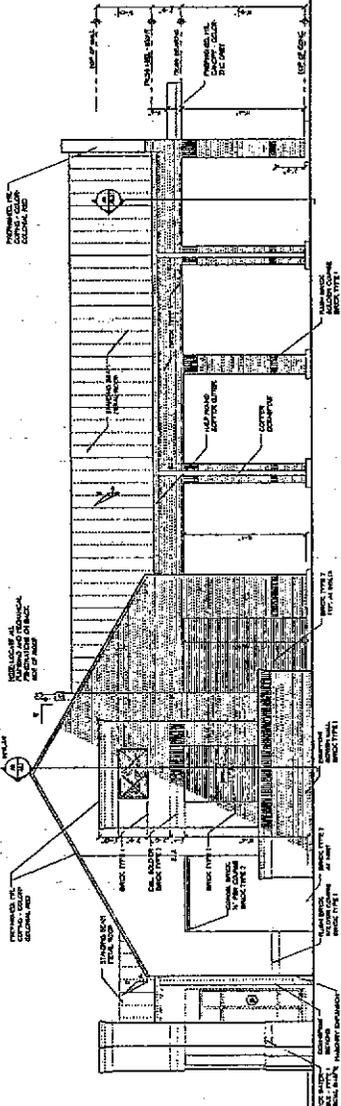
DOOR
WALL
CEILING
FLOOR



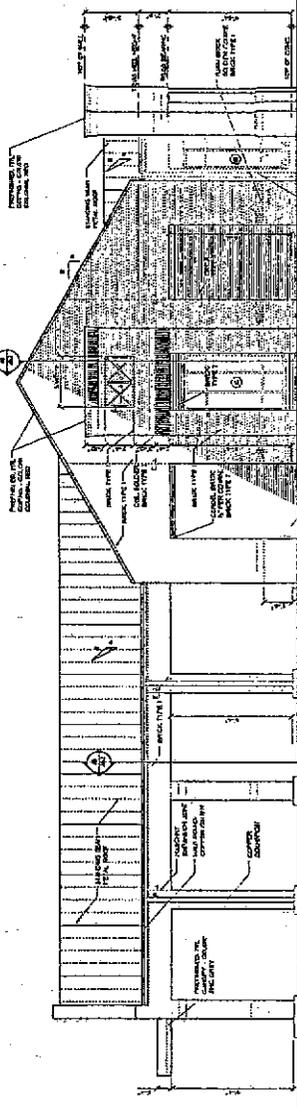
A4.1



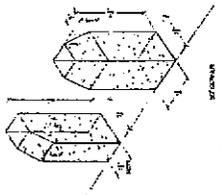
M4 FRONT ELEVATION
SCALE: 1/8" = 1'-0"



F4 RIGHT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



M4 LEFT SIDE ELEVATION
SCALE: 1/8" = 1'-0"



M1 BRICK WATER TABLE
SCALE: 3/4" = 1'-0"

Exhibit "A-1"

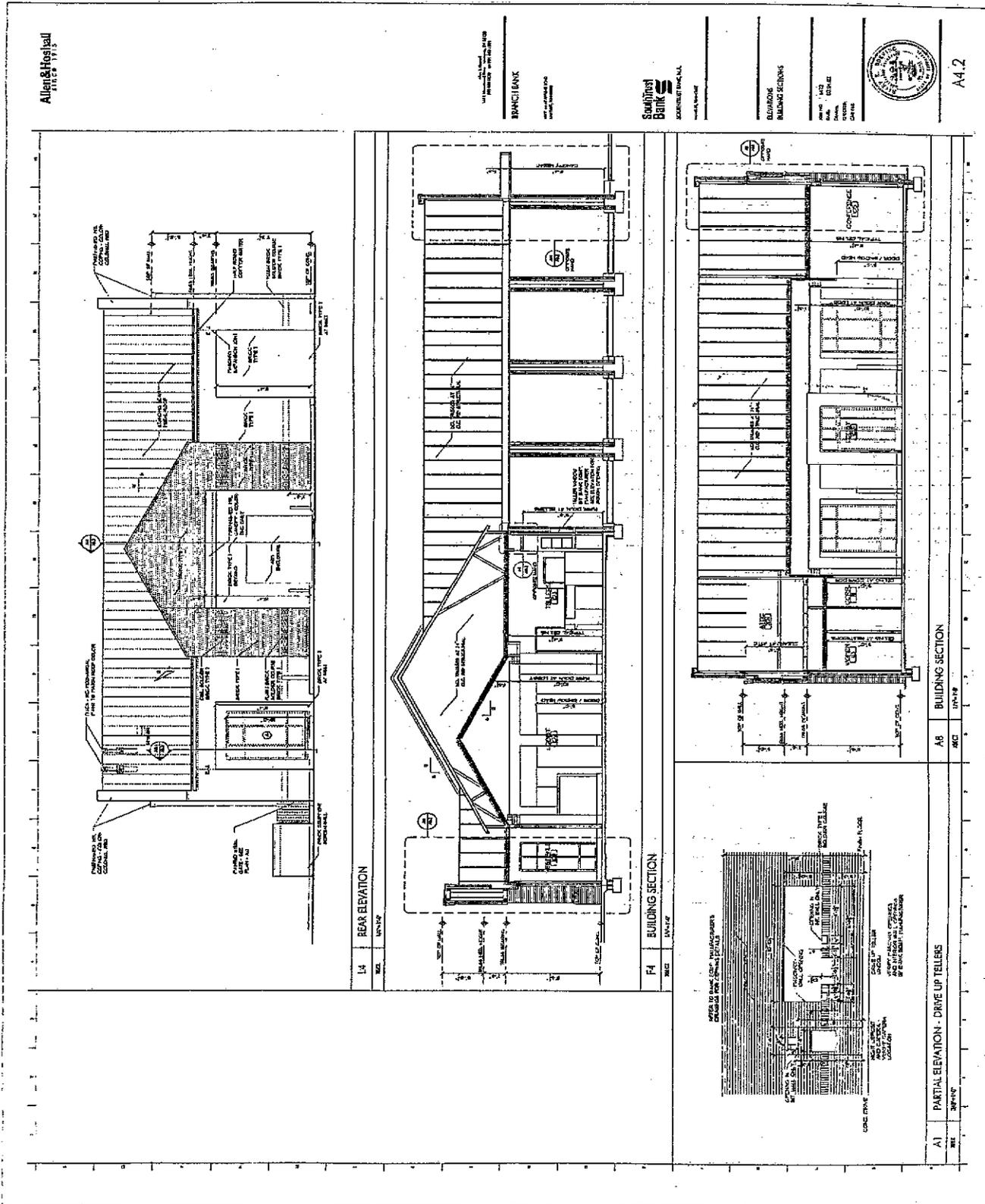


Exhibit "A-1"

Allen & Hodson
ARCHITECTS

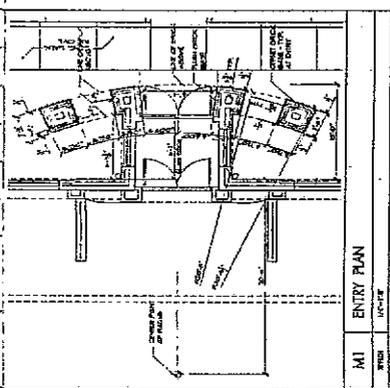
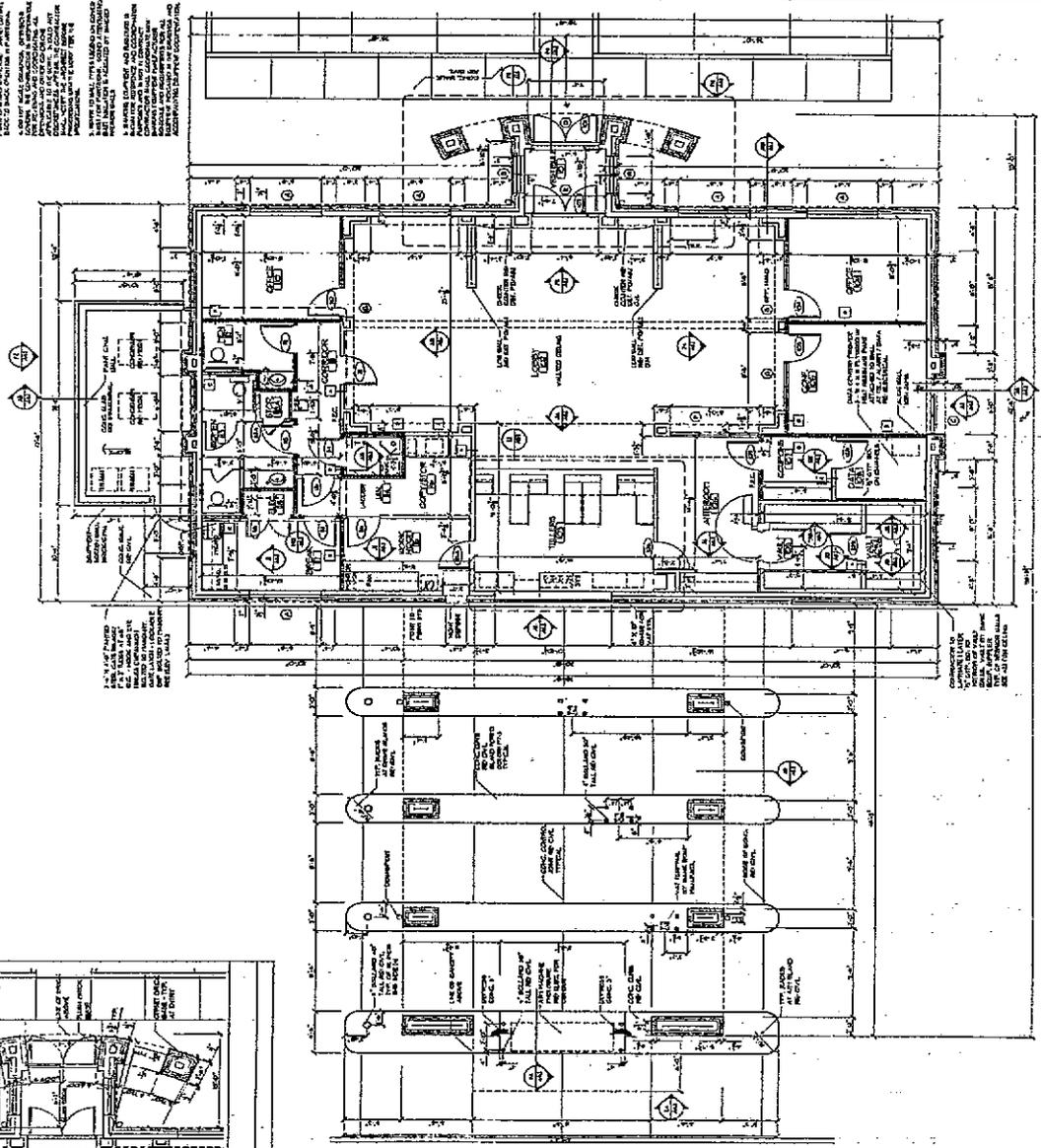
BRACKET BANK
SOUTHFIELD BANK
SOUTHFIELD BANK, N.A.
SOUTHFIELD, MICHIGAN

FLOOR PLAN

DATE: 11/27/79
SCALE: AS SHOWN
DRAWN: [Name]
CHECKED: [Name]

AL1

GENERAL NOTE:
THIS PLAN IS TO BE CONSIDERED AS A PRELIMINARY DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTING CONDITIONS AND FOR PROVIDING ALL NECESSARY DETAILS AND MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.



AL1 FLOOR PLAN
DATE: 11/27/79
SCALE: AS SHOWN
DRAWN: [Name]
CHECKED: [Name]

Exhibit "A-1"

