

Re-recorded with revised legal description correcting a plat book reference on original instrument.

Prepared By:

Wal-Mart Real Estate Business Trust
Sam M. Walton Development Complex
2001 S. E. 10th Street
Bentonville, AR 72716-0550
Attention: Darrel Davis
479-204-0321
After recording return to:
First American Title Ins. Co.
401 E. Corporation Dr., Suite 100
Lewisville, TX 75057
Attention: Angela Petty

After Recording, Return To:
Holcomb Dunbar, P.A.
P.O. Box 190
Southaven, MS 38671
601.349.0664

File No. 901-084 Initials SDH

STATE MS.-DESOTO CO. FILED

MAY 3 4 06 PM '02

BK 418 PG 485
W.E. DAVIS CH. CLK.

STATE MS.-DESOTO CO. FILED

JAN 31 1 39 PM '03

BK 437 PG 70
W.E. DAVIS CH. CLK.

RECIPROCAL ACCESS SERVITUDE AGREEMENT

THIS RECIPROCAL ACCESS SERVITUDE AGREEMENT (the "REA") is entered into as of the 29 day of April 2002, by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware business trust, with an address of 702 S.W. 8th Street, Bentonville, AR 72716 ("Wal-Mart"); and Bolton Properties L.L.C. a Tennessee limited liability company. (" Bolton Properties").

WITNESSETH

WHEREAS, Wal-Mart is the owner of that certain tract or parcel of land situated in the City of Olive Branch, County of DeSoto, State of Mississippi, identified as Tract 1 on the site plan attached hereto as Exhibit "A" and more fully described on Exhibit "B" ("Tract 1"); and

WHEREAS, Bolton Properties will be by the time this instrument is recorded, the owner of that 17.26 acre, more or less, tract or parcel of land in the same city, county, and state, which tract lies adjacent to Tract 1 and is identified as Tract 2 on the site plan attached hereto as Exhibit "A" and more fully described on Exhibit "C" attached hereto ("Tract 2"), which tract Wal-Mart Stores East, Inc. is current owner of and intends to convey fee simple title to Bolton Properties by a warranty deed; and

WHEREAS, Wal-Mart and Bolton Properties and its assignee are desirous of granting to each other non-exclusive servitudes for pedestrian and vehicular ingress and egress over, across, through and around their respective tracts on the existing and future roadways and walkways ("Access Area").

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration the parties hereby grant and agree as follows:

1. Reciprocal Grants of Access Servitudes. Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a non-exclusive servitude over, across, through and around their respective tracts on the existing and future roadways and walkways. Each grantee shall have the non-exclusive right to use the Access Area, which is the area contained within both Tract 1 and Tract 2 and which is subject to the following terms and conditions:

2. Use of Access Area. The ingress and egress rights granted hereby are to be used non-exclusively by Wal-Mart and Bolton Properties and each party's tenants, licensees, customers, suppliers, and employees. The parties shall agree not to use the Access Area for heavy truck traffic on the

other party's tract except as may be necessary for developing, maintaining, and repairing the tracts and delivering merchandise to the business operations located thereon.

3. **Limitations on Use.**

(a) **Closing of Access Area.** Notwithstanding anything to the contrary contained in this Agreement, either party shall have the right to temporarily close portions of the Access Area located on their respective tracts and to use such portions for its exclusive use, which temporary use may include special promotions, sales, seminars, training sessions, and other services; provided, however, any such use shall comply with all applicable laws and ordinances and shall not unreasonably restrict the flow of traffic to the other portions of Tracts 1 and 2.

(b) **Truck Access.** The parties shall provide each to the other adequate, uninterrupted tractor/trailer truck access, via a truck access drive, to the rear of the facilities located on Tracts 1 and 2. No party or its agents shall block or interfere with the access to the truck loading/unloading areas. This REA strictly prohibits the parking of trucks and/or trailers in any common truck access lanes. Either party may notify the other party as to the violation of this provision and if the notified party fails to reasonably respond, then the notifying party may have the truck and/or trailer towed from the truck access lane at the expense of the other.

(c) **Barriers.** No walls, fences or barriers of any sort or kind shall be constructed or erected on the tracts which shall prevent or materially adversely impair the use of any of the servitudes granted herein, or the free access and movement of pedestrian and vehicular traffic between the various tracts covered hereby; provided, however, that curb stops and other reasonable traffic controls, including, without limitation, traffic lights and stop signs, directional barriers and parking stops, as may be necessary to guide and control the orderly flow of traffic, may be installed so long as access drives across or to the various tracts are not closed or blocked without being replaced or relocated and the traffic circulation pattern is not materially adversely affected.

3. **Maintenance of the Access Area.** The respective parties shall be responsible for maintaining and repairing the portions of the Access Area on their respective tracts. Maintenance performed to the Access Area on one party's tract shall not interfere with the business being conducted on the other party's tract.

4. **Damage to Access Area, or Other Improvements.** If, in the process of developing, repairing or improving its tract, a party damages, breaks, destroys, or in any way impairs the Access Area, or any improvements of the adjacent parcel owner, the party who was damaged or impaired (the "damaged party"), may either (i) notify the party who damaged or impaired the Access Area or improvements (the "responsible party") that the responsible party must restore, at the responsible party's sole cost and expense, the Access Area or improvements, to its original quality and condition, in which case the responsible party shall promptly undertake and complete such work; or (ii) the damaged party may restore the Access Area or improvements and invoice the responsible party for costs incurred restoring the

damaged Access Area, or improvements; whereupon the responsible party agrees to reimburse the damaged party within thirty (30) days of receipt of an invoice for such expenses.

5. **Indemnification/Insurance.** The parties shall indemnify and hold harmless the other from any damages or liability to persons or property that might arise from the use of the Access Area by the parties, and their customers, suppliers, employees, and tenants or anyone else using the Access Area for ingress and egress between the adjacent properties. Further, the Tract 2 owner shall at all times maintain and pay for comprehensive general liability insurance affording protection to Wal-Mart and naming Wal-Mart as an additional insured on the policy or policies for a combined bodily injury and property damage limit of liability not less than \$2,000,000.00 for each occurrence. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the Tract 2 owner which may cover other property in addition to the property covered by this REA. The Tract 2 owner additionally shall deliver to Wal-Mart a certificate or certificates from an insurance company or insurance companies satisfactory to Wal-Mart evidencing the existence of such insurance and naming Wal-Mart as an additional insured. Notwithstanding anything to the contrary contained in this Section 5, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars (\$100,000,000.00), and so long as either Wal-Mart or an affiliated company is either owner or lessee of Tract 1, Wal-Mart shall have the right to retain the financial risk for up to Two Million Dollars (\$2,000,000.00) per claim.

6. **Modification.** The parties reserve the right, in their sole and absolute discretion, to modify or relocate any portion of the Access Area on their respective tracts provided such modification or relocation does not materially restrict or prevent ingress and egress to and from the other party's tract.

7. **Non-Public Grant.** Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

8. **Duration.** The agreements contained herein and the rights granted hereby are perpetual and shall run with the titles to Tract 1 and Tract 2 and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

9. **Counterparts.** This document may be executed in counterparts, each of which shall be deemed to be an original and shall be binding upon the parties or party who execute same, but all of such counterparts shall constitute one in the same agreement.

10. **Change of Ownership.** In the event Bolton Properties conveys or transfers title to Tract 2 to another party, Wal-Mart shall be notified thereof within thirty (30) days thereafter. Wal-Mart shall be provided the name and address of such transferee.

11. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.



Michael W. Kersting
Assistant Secretary

DD

WAL-MART REAL ESTATE BUSINESS TRUST

BY: Carl Ownbey
Carl Ownbey
TITLE: Director of Real Estate -
Excess Property

WITNESS:

By: Perry S. McCawley
Name: Perry S. McCawley

WITNESS OR ATTEST:

BOLTON PROPERTIES, L.L.C,

By: _____
Name: _____

BY: _____

By: _____
Name: _____

TITLE: _____

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

WAL-MART REAL ESTATE BUSINESS TRUST

ATTEST:

BY: _____

Carl Ownbey
Director of Real Estate -
Excess Property

TITLE: _____

Michael W. Kersting
Assistant Secretary

WITNESS:

By: _____
Name: _____

WITNESS OR ATTEST:

BOLTON PROPERTIES, L.L.C.

By: Whitney Seay
Name: Wm King SELF, JR.

BY: [Signature]

By: _____
Name: _____

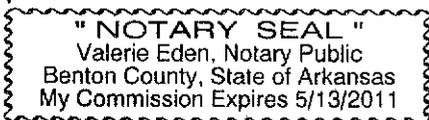
TITLE: Chief Manager/President

TRUST ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

Before me, the undersigned notary public in and for said County and State, personally appeared before me Carl Ownbey to me personally known, who, being by me duly sworn, did say that he is Director of Real Estate - Excess Property of **Wal-Mart Real Estate Business Trust** and that the seal affixed to the foregoing instrument is the seal of said trust, and that said instrument was signed and sealed in behalf of said trust by authority of its Board of Directors, and said Carl Ownbey acknowledged said instrument to be the free act and deed of said trust.

WITNESS BY HAND and notarial seal subscribed and affixed in said County and State the 26th day of April, 2002.



Valerie Eden
NOTARY PUBLIC

My Commission Expires:
May 13, 2011

ACKNOWLEDGMENT

~~STATE OF _____)
) ss.
COUNTY OF _____)~~

~~Before me, the undersigned notary public in and for said County and State, personally appeared before me _____ to me personally known, who, being by me duly sworn, did say that she/he is _____ of **Bolton Properties, LLC** and that the seal affixed to the foregoing instrument is the of said limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said limited liability company.~~

~~WITNESS BY HAND and notarial seal subscribed and affixed in said County and State the _____ day of _____ 2002.~~

~~_____
NOTARY PUBLIC~~

~~My Commission Expires:
_____~~

GRANTOR'S ADDRESS:

Wal-Mart Real Estate Business Trust
Sam M. Walton Development Complex.
2001 S.E. 10th Street Properties, LLC
Bentonville, AR 72716-0550
Office Phone: 501-204-0321
Home Phone: N/A

Return to:

William King Self, Jr., Attorney
1355 Lynnfield Road, Suite 101
Memphis, TN 38119
Phone: 901-761-5151
Fax: 901-761-2788
MSB: 9756

Indexing Instructions:

SE ¼ Sec. 29, T1S, R6W
City of Olive Branch,
DeSoto County, MS

GRANTEE'S ADDRESS

Bolton Properties, LLC
775 Ridge Lake Blvd.
Memphis, TN 38120
Office Phone: 901-766-4450

TRUST ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF BENTON)

Before me, the undersigned notary public in and for said County and State, personally appeared before me Carl Ownbey to me personally known, who, being by me duly sworn, did say that he is Director of Real Estate – Excess Property of **Wal-Mart Real Estate Business Trust** and that the seal affixed to the foregoing instrument is the seal of said trust, and that said instrument was signed and sealed in behalf of said trust by authority of its Board of Directors, and said Carl Ownbey acknowledged said instrument to be the free act and deed of said trust.

WITNESS BY HAND and notarial seal subscribed and affixed in said County and State the _____ day of _____, 2002.

NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGMENT

COUNTY OF SHELBY
STATE OF TENNESSEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of April, 2002, within my jurisdiction, the within named Charles E. Bolton who acknowledged to me that he is the Chief Manager of Bolton Properties, L.L.C., a Tennessee limited liability company, and that for and on behalf of said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

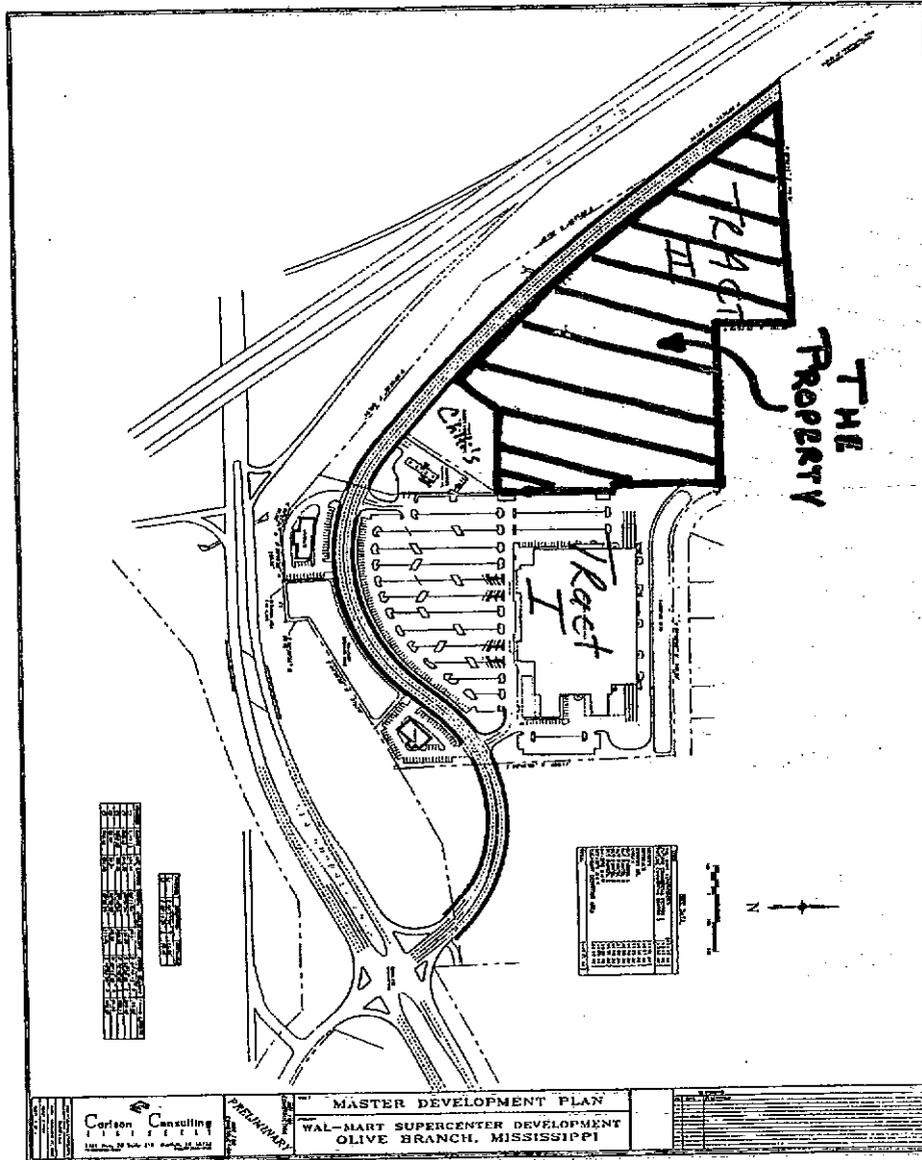
In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.

William King Self
Notary Public

My commission expires:



EXHIBIT "A"



Cartoon Consulting
1151 E. 11th St.
Tulsa, OK 74104
PRELIMINARY
MASTER DEVELOPMENT PLAN
WAL-MART SUPERCENTER DEVELOPMENT
OLIVE BRANCH, MISSISSIPPI

EXHIBIT "B"

Tract 1

(Wal-Mart's Tract legal description)

Description of a 18.4893 acre parcel, being a part of the Edward A. Crumpler et al property as recorded at Deed Book 183 Page 568, Deed Book 184 Page 04, Deed Book 191 Page 155, Deed Book 191 Page 158, Deed Book 192 Page 795 and Deed Book 201 Page 791, said property being in the Southeast Quarter of Section 29, Township 1 South, Range 8 West, in the City of Olive Branch in DeSoto County, Mississippi.

Commencing at the accepted Southeast corner of Section 29, Township 1 South, Range 8 West, in the City of Olive Branch, in DeSoto County, Mississippi, being the intersection of the projected East line of the Edward A. Crumpler et al property as recorded at Deed Book 183 Page 568, Deed Book 184 Page 04, Deed Book 191 Page 155, Deed Book 191 Page 158, Deed Book 192 Page 795 and Deed Book 201 Page 791, which this 18.4893 acre parcel is a part, and the projected original West line of Lot 4 of Perry Estates Subdivision as recorded at Plat Book 2 Page 47 and Plat Book 21 Page 9, with the (old) centerline of Goodman Road (presently under construction and realignment); thence in a Northeastwardly direction, along the East line of Section 29 and the projected East line of the Edward A. Crumpler et al property, also being the original West line of Lot 4 of Perry Estates, North 00 degrees 05 minutes 08 seconds East, a distance of 449.23 feet to a set 1/2 inch rebar with a plastic cap in concrete, being the Southeast corner of the Edward A. Crumpler et al property as recorded at Deed Book 183 Page 568, Deed Book 184 Page 04, Deed Book 191 Page 155, Deed Book 191 Page 158, Deed Book 192 Page 795 and Deed Book 201 Page 791, also being the Southwest corner of the remaining E. A. Crumpler property as recorded at Deed Book 204 Page 238, also being on the North Right Of Way line of (new) Goodman Road (as per Deed Book 293 Page 573 and as per construction plans for project # NH-021-1(28)); thence continuing in a Northeastwardly direction, along the East line of the Edward A. Crumpler et al property, also being the West line of the remaining E. A. Crumpler property and the West line of the Ann Nash Fuller property as recorded at Deed Book 73 Page 26, North 00 degrees 05 minutes 08 seconds East, a distance of 303.53 feet to a set 1/2 inch rebar with a plastic cap in concrete, being the "TRUE POINT OF BEGINNING" of this 18.4893 acre parcel, being a part of the Edward A. Crumpler et al property as recorded at Deed Book 183 Page 568, Deed Book 184 Page 04, Deed Book 191 Page 155, Deed Book 191 Page 158, and Deed Book 201 Page 791, also being the Southeast corner of said parcel and a point on a curve in the North Right of Way line of a proposed roadway; thence in a Southwestwardly direction, along a North Right of Way line of a proposed roadway and a South line of this parcel, along a curve to the left having a radius of 572.00 feet, a delta angle of 27 degrees 14 minutes 20 seconds, an arc length of 271.93 feet, a tangent length of 138.59 feet, a chord bearing of South 57 degrees 41 minutes 09 seconds West, and a chord length of 269.38 feet to a set 1/2 inch rebar with a plastic cap in concrete, being a point of tangency in said line; thence continuing in a Southwestwardly direction, along a West Right of Way line of a proposed roadway and an East line of this parcel, South 44 degrees 03 minutes 59 seconds West, a distance of 109.08 feet to a set 1/2 inch rebar with a plastic cap in concrete, being a point of curvature in said line; thence continuing in a Southwestwardly direction, along a North Right of Way line of a proposed roadway and a South line of this parcel, along a curve to the right having a radius of 890.00 feet, a delta angle of 71 degrees 10 minutes 05 seconds, an arc length of 732.85 feet, a tangent length of 422.15, a chord bearing of South 79 degrees 39 minutes 01 seconds West, and a chord length of 688.64 feet to a set 1/2 inch rebar with a plastic cap in concrete, being the Southwest corner of said parcel; thence in a Northeastwardly direction, along the West line of this parcel, the following two (2) courses, North 20 degrees 52 minutes 22 seconds East, a distance of 88.77 feet to a set 1/2 inch rebar with a plastic cap in concrete, being an angle point; thence North 02 degrees 14 minutes 52 seconds East, a distance of 686.97 feet to a set 1/2 inch rebar with a plastic cap in concrete, being an interior corner of said parcel; thence in a Northwestwardly direction, along a South line of this parcel, North 87 degrees 45 minutes 08 seconds West, a distance of 16.00 feet to a set 1/2 inch rebar with a plastic cap in concrete, being an exterior corner of said parcel; thence in a Northeastwardly direction, along a West line of this parcel, North 02 degrees 14 minutes 52 seconds East, a distance of 319.22 feet to a set 1/2 inch rebar with a plastic cap in concrete, in the North line of the Edward A. Crumpler et al property, being the Northwest corner of said parcel, also being in the South line of the Robert D. Allen property as recorded at Deed Book 266 Page 298; thence in a Southeastwardly direction, along a North line of the Edward A. Crumpler et al property and this parcel, also being a South line of the Robert D. Allen property as recorded at Deed Book 266 Page 296, South 07 degrees 58 minutes 48 seconds East, a distance of 11.78 feet to a set 1/2 inch rebar with a plastic cap in concrete in the West Right of Way line of Sylvan Cove (50 foot total Right of Way), being an exterior corner of the Edward A. Crumpler et al property and said parcel, also being the Southeast corner of the Robert D. Allen property as recorded at Deed Book 266 Page 298; thence in a Southeastwardly direction, along the West Right of Way line of Sylvan Cove and an East line of the Edward A. Crumpler et al property and this parcel, South 20 degrees 14 minutes 30 seconds East, a called distance of 21.00 feet (as per Deed Book 54 Page 383), but a measured distance of 20.06 feet to a found 3/4 inch pipe (crimped), being a point of curvature in said line; thence continuing in a Southeastwardly direction, along a South Right of Way line of Sylvan Cove and a North line of the Edward A. Crumpler et al property and this parcel, along a curve to the left having a radius of 208.45 feet, a delta angle of 67 degrees 30 minutes 38 seconds, an arc length of 243.26 feet, a tangent length of 137.97 feet, a chord bearing of South 53 degrees 59 minutes 49 seconds East, and a chord length of 229.43 feet to a found 1 inch iron pipe (crimped), being a point of tangency in said line; thence continuing in a Southeastwardly direction, along a South Right of Way line of Sylvan Cove and a North line of the Edward A. Crumpler et al property and this parcel, South 87 degrees 45 minutes 08 seconds East, along the general alignment of a fence, a called distance of 727.97 feet (as per Deed Book 54 Page 383), but a measured distance of 727.69 feet to a found 1 inch iron pipe (crimped), being the Northeast corner of the Edward A. Crumpler et al property and said parcel, also being the Southeast corner of Sylvan Cove, also being in the West line of the Ann Nash Fuller property as recorded at Deed Book 73 Page 26; thence in a Southwestwardly direction, along the East line of Section 29, also being the East line of the Edward A. Crumpler et al property and this parcel, also being a West line of the Ann Nash Fuller property, South 00 degrees 05 minutes 08 seconds West, a distance of 551.92 feet to the "TRUE POINT OF BEGINNING" and containing 805,392.81 square feet or 18.4893 acres, more or less.

However, there exists in the Southwest portion of the above described property an Ingress, Egress and Drainage Easement as recorded Deed Book 80 Page 120, Parcel 1 and as shown on plat of survey.

However, there exists a 10 foot utility easement, as recorded at Deed Book 225 Page 266, crossing the Eastern portion of the above described property and as shown on plat of survey.

However, there exists a 20 foot utility easement, as recorded at Deed Book 225 Page 267, crossing the Eastern portion of the above described property and as shown on plat of survey.

EXHIBIT "B" (continued)

Tract 1

(Wal-Mart's Tract legal description)

Northeastwardly direction, along the East line of Section 29 and the projected East line of the Edward A. Crumpler et al property, also being the original West line of Lot 4 of Perry Estates, North 00 degrees 05 minutes 06 seconds East, a distance of 449.23 feet to a set 1/2 inch rebar with a plastic cap in concrete, being the Southeast corner of the Edward A. Crumpler et al property as recorded at Deed Book 183 Page 568, Deed Book 184 Page 04, Deed Book 191 Page 155, Deed Book 191 Page 158, Deed Book 192 Page 795 and Deed Book 201 Page 791, also being the Southwest corner of the remaining E. A. Crumpler property as recorded at Deed Book 204 Page 236, also being on the North Right Of Way line of (new) Goodman Road (as per Deed Book 293 Page 573 and as per construction plans for project # NH-021-1(28)); thence continuing in a Northeastwardly direction, along the East line of the Edward A. Crumpler et al property, also being the West line of the remaining E. A. Crumpler property and the West line of the Ann Nash Fuller property as recorded at Deed Book 73 Page 28, North 00 degrees 05 minutes 06 seconds East, a distance of 303.55 feet to a set 1/2 inch rebar with a plastic cap in concrete, being the 'TRUE POINT OF BEGINNING' of this 18.4893 acre parcel, being a part of the Edward A. Crumpler et al property as recorded at Deed Book 183 Page 568, Deed Book 184 Page 04, Deed Book 191 Page 155, Deed Book 191 Page 158, and Deed Book 201 Page 791, also being the Southeast corner of said parcel and a point on a curve in the North Right of Way line of a proposed roadway; thence in a Southwestwardly direction, along a North Right of Way line of a proposed roadway and a South line of this parcel, along a curve to the left having a radius of 572.00 feet, a delta angle of 27 degrees 14 minutes 20 seconds, an arc length of 271.93 feet, a tangent length of 138.59 feet, a chord bearing of South 57 degrees 41 minutes 09 seconds West, and a chord length of 269.38 feet to a set 1/2 inch rebar with a plastic cap in concrete, being a point of tangency in said line; thence continuing in a Southwestwardly direction, along a West Right of Way line of a proposed roadway and an East line of this parcel, South 44 degrees 03 minutes 59 seconds West, a distance of 109.08 feet to a set 1/2 inch rebar with a plastic cap in concrete, being a point of curvature in said line; thence continuing in a Southwestwardly direction, along a North Right of Way line of a proposed roadway and a South line of this parcel, along a curve to the right having a radius of 590.00 feet, a delta angle of 71 degrees 10 minutes 05 seconds, an arc length of 732.85 feet, a tangent length of 422.15, a chord bearing of South 79 degrees 39 minutes 01 seconds West, and a chord length of 688.64 feet to a set 1/2 inch rebar with a plastic cap in concrete, being the Southwest corner of said parcel; thence in a Northeastwardly direction, along the West line of this parcel, the following two (2) courses, North 20 degrees 52 minutes 22 seconds East, a distance of 68.77 feet to a set 1/2 inch rebar with a plastic cap in concrete, being an angle point; thence North 02 degrees 14 minutes 52 seconds East, a distance of 696.97 feet to a set 1/2 inch rebar with a plastic cap in concrete, being an interior corner of said parcel; thence in a Northwestwardly direction, along a South line of this parcel, North 87 degrees 45 minutes 08 seconds West, a distance of 16.00 feet to a set 1/2 inch rebar with a plastic cap in concrete, being an exterior corner of said parcel; thence in a Northeastwardly direction, along a West line of this parcel, North 02 degrees 14 minutes 52 seconds East, a distance of 319.22 feet to a set 1/2 inch rebar with a plastic cap in concrete, in the North line of the Edward A. Crumpler et al property, being the Northwest corner of said parcel, also being in the South line of the Robert D. Allen property as recorded at Deed Book 266 Page 298; thence in a Southeastwardly direction, along a North line of the Edward A. Crumpler et al property and this parcel, also being a South line of the Robert D. Allen property as recorded at Deed Book 266 Page 298, South 87 degrees 58 minutes 48 seconds East, a distance of 11.78 feet to a set 1/2 inch rebar with a plastic cap in concrete in the West Right of Way line of Sylvan Cove (50 foot total Right of Way), being an exterior corner of the Edward A. Crumpler et al property and said parcel, also being the Southeast corner of the Robert D. Allen property as recorded at Deed Book 266 Page 298; thence in a Southeastwardly direction, along the West Right of Way line of Sylvan Cove and an East line of the Edward A. Crumpler et al property and this parcel, South 20 degrees 14 minutes 30 seconds East, a called distance of 21.00 feet (as per Deed Book 54 Page 383), but a measured distance of 20.06 feet to a found 3/4 inch pipe (crimped), being a point of curvature in said line; thence continuing in a Southeastwardly direction, along a South Right of Way line of Sylvan Cove and a North line of the Edward A. Crumpler et al property and this parcel, along a curve to the left having a radius of 206.45 feet, a delta angle of 87 degrees 30 minutes 39 seconds, an arc length of 243.28 feet, a tangent length of 137.97 feet, a chord bearing of South 53 degrees 59 minutes 49 seconds East, and a chord length of 229.43 feet to a found 1 inch iron pipe (crimped), being a point of tangency in said line; thence continuing in a Southeastwardly direction, along a South Right of Way line of Sylvan Cove and a North line of the Edward A. Crumpler et al property and this parcel, South 87 degrees 45 minutes 08 seconds East, along the general alignment of a fence, a called distance of 727.97 feet (as per Deed Book 54 Page 383), but a measured distance of 727.69 feet to a found 1 inch iron pipe (crimped), being the Northeast corner of the Edward A. Crumpler et al property and said parcel, also being the Southeast corner of Sylvan Cove, also being in the West line of the Ann Nash Fuller property as recorded at Deed Book 73 Page 28; thence in a Southwestwardly direction, along the East line of Section 29, also being the East line of the Edward A. Crumpler et al property and this parcel, also being the West line of the Ann Nash Fuller property, South 00 degrees 05 minutes 06 seconds West, a distance of 531.92 feet to the 'TRUE POINT OF BEGINNING' and containing 805,392.81 square feet or 18.4893 acres, more or less.

However, there exists in the Southwest portion of the above described property an Ingress, Egress and Drainage Easement as recorded Deed Book 80 Page 120, Parcel 1 and as shown on plat of survey.

However, there exists a 10 foot utility easement, as recorded at Deed Book 225 Page 266, crossing the Eastern portion of the above described property and as shown on plat of survey.

However, there exists a 20 foot utility easement, as recorded at Deed Book 225 Page 267, crossing the Eastern portion of the above described property and as shown on plat of survey.

However, there exists on the above described property a 10 foot utility easement crossing the Eastern and Northern portions of said property, as recorded at Deed Book 262 Page 198 and as shown on plat of survey.

However, the above described property is subject to any and all easements recorded or unrecorded, shown or not shown on plat of survey.

EXHIBIT "C"

Tract 2

(Bolton Properties Tract legal description)

Description of a 17.2598 acre parcel, being a part of the Wal-Mart Stores East, Inc. property as recorded at Deed Book 355 Page 433, and the Future Development Area of the Crossings at Olive Branch as recorded at Plat Book 68 Page 37, (which was originally a part of the Wal-Mart Stores East, Inc. property), said property being in the Southeast Quarter of Section 29, Township 1 South, Range 6 West, in the City of Olive Branch in Desoto County, Mississippi.

Commencing at the accepted Southeast corner of Section 29, Township 1 South, Range 6 West, in the City of Olive Branch, in Desoto County, Mississippi, being the intersection of the projected East line of The Crossings at Olive Branch, as recorded at Plat Book 68 Page 37, with the (old) centerline of Goodman Road; thence in a Northeastwardly direction, along the East line of Section 29 and the projected East line and the East line of The Crossings at Olive Branch, North 00 degrees 05 minutes 06 seconds East, a distance of 799.35 feet to an angle point; thence North 89 degrees 54 minutes 54 seconds West, a distance of 941.63 feet to a found $\frac{1}{2}$ inch rebar with a plastic cap in concrete, being the "TRUE POINT OF BEGINNING" of this 17.2598 acre parcel, being a part of the Wal-Mart Stores East, Inc. property as recorded at Deed Book 355 Page 433, and the Future Development Area of The Crossings at Olive Branch as recorded at Plat Book 68 Page 37 (which was originally a part of the Wal-Mart Stores East, Inc. property), also being the Southeast corner of said parcel, also being the Northeast corner of Lot 6 of The Crossings at Olive Branch as recorded at Plat Book 73 Page 1; and the Northernmost corner of Lot 5 of The Crossings at Olive Branch, Section B, (unrecorded), also being in the West line of Lot 1 of The Crossings at Olive Branch, as recorded at Plat Book 68 Page 37; thence in a Northwestwardly direction, along a South line of this parcel and a North line of Lot 6, North 87 degrees 45 minutes 30 seconds West, a distance of 291.77 feet to a found $\frac{1}{2}$ inch rebar (buried), being an interior corner of said parcel and the Northwest corner of Lot 6; thence in a Southwestwardly direction, along an East line of this parcel, and a West line of Lot 6, South 41 degrees 14 minutes 19 seconds West, a distance of 161.04 feet to a found chiseled 'x' in a concrete sidewalk, being the Southwest corner of said parcel and the Westernmost corner of Lot 6, also being a point on a curve in the East Right of Way line of Craft-Goodman Frontage Road (right of way varies); thence in a Northwestwardly direction, along an East Right of Way line of Craft-Goodman Frontage Road and a West line of this parcel, along a curve to the right having a radius of 4990.00 feet, a delta angle of 08 degrees 42 minutes 10 seconds, an arc length of 757.95 feet, a tangent length of 379.70 feet, a chord bearing of North 42 degrees 55 minutes 46 seconds West, and a chord length of 757.22 feet to a point of tangency in said line; thence continuing in a Northwestwardly direction, along an East Right of Way line of Craft-Goodman Frontage Road and a West line of this parcel, North

38 degrees 34 minutes 41 seconds West, a distance of 629.12 feet to a set ½ inch rebar with a plastic cap, being the Northwest corner of the Future Development Area of The Crossings at Olive Branch and said parcel; thence in a Northeastwardly direction, along a North line of the Wal-Mart Stores East, Inc. property and this parcel, also being a South line of the Allen & Jones Enterprises, L.L.C. property as recorded at Deed Book 374 Page 24, North 89 degrees 54 minutes 15 seconds East, a distance of 770.84 feet to a found ½ inch rebar (loose), being an exterior corner of the Wal-Mart Stores East, Inc. property and said parcel, also being an interior corner of the Allen & Jones Enterprises, L.L.C. property; thence in a Southwestwardly direction, along an East line of the Wal-Mart Stores East, Inc. property and this parcel, also being a West line of the Allen & Jones Enterprises, L.L.C. property, South 01 degrees 31 minutes 43 seconds West, a distance of 231.89 feet to a found ½ inch rebar, being an interior corner of the Wal-Mart Stores East, Inc. property and said parcel, also being an exterior corner of the Allen & Jones Enterprises, L.L.C. property; thence in a Southeastwardly direction, along a North line of the Wal-Mart Stores East, Inc. property and this parcel, also being a South line of the Allen & Jones Enterprises, L.L.C. property and the Allendale, L.L.C. property as recorded at Deed Book 345 Page 233, South 87 degrees 58 minutes 48 seconds East, a distance of 552.38 feet to a found ½ inch rebar with a plastic cap in concrete, being the Northeast corner of said parcel, also being the Northwest corner of Lot 1 of The Crossings at Olive Branch; thence in a Southwestwardly direction, along an East line of this parcel, also being the West line of Lot 1, South 02 degrees 14 minutes 52 seconds West, a distance of 319.22 feet to a chiseled crow's foot in a concrete slab, being an interior corner of said parcel and an exterior corner of Lot 1; thence in a Southeastwardly direction, along a North line of this parcel, and a South line of Lot 1, South 87 degrees 45 minutes 08 seconds East, a distance of 16.00 feet to a chiseled crow's foot in a concrete slab, being an exterior corner of said parcel and an interior corner of Lot 1; thence in a Southwestwardly direction, along an East line of this parcel, and the West line of Lot 1, South 02 degrees 14 minutes 52 seconds West, a distance of 367.26 feet to the "TRUE POINT OF BEGINNING" and containing 751,838.73 square feet or 17.2598 acres, more or less.

However, there exists on the above described property a 10 foot utility easement crossing the Eastern and Northern portions of said property, as recorded at Deed Book 262 Page 198 and as shown on plat of survey.

However, the above described property is subject to any and all easements recorded or unrecorded, shown or not shown on plat of survey.

The above description was drafted from a survey and plat prepared for Carlson Consulting Engineers by Donald R. Cole & Associates dated May 7, 2001.

