



Tom Leatherwood
Shelby County Register

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LIN 60168-2128555	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	160.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	128.00
TOTAL AMOUNT	290.00
STATE OF TENNESSEE, COUNTY OF SHELBY	
TOM LEATHERWOOD	
REGISTER OF DEEDS	

PREPARED BY AND RETURN TO:

Michael B. Chance
Hale Headrick Dewey Wolf
Golwen Thornton & Chance, PLLC
6060 Poplar, Suite 440
Memphis, Tennessee 38119

**EASEMENT AGREEMENT WITH COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into as of this 30th day of JULY, 2002, by and between W. Ray Jamieson, an unmarried person, and Oliver M. Jamieson, Jr., a married person (collectively, the "Parcel A Owner"), and WN Shelby-Hacks Cross, LLC, a Tennessee limited liability company (the "Parcel B Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the County of Shelby, State of Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the County of Shelby, State of Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Parcel B").
- C. The Parcel B Owner intends to develop Parcel B for use by Walgreens (hereinafter defined).
- D. The Parcel A Owner intends to simultaneously or thereafter develop or allow or cause the development of Parcel A as a retail/commercial site.
- E. The parties hereto desire to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

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AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A", that is, Parcel A and Parcel B, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Common Area" shall mean those portions of Parcel A and Parcel B that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.

(e) The term "Walgreen" or "Walgreens" shall mean Walgreen Co., an Illinois corporation (or any of its affiliates, subsidiaries, successors or assigns). Walgreen shall be deemed a third party beneficiary to this Agreement.

(f) The term "Walgreen Lease" or "Walgreens Lease" shall mean that Lease of Parcel B from the Parcel B Owner, as landlord, to Walgreen, as tenant, and any amendments, extensions or replacements thereof.

(g) The term "Driveway" shall mean the driveways and related driveway improvements, paving, curbing, entrances and exits, located on the Parcels.

2. Easements.

2.1 Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be

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benefited and burdened by the easements set forth hereafter, which are hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

(a) Parcel A Owner grants to Parcel B Owner and its Permittees a perpetual, non-exclusive, meandering easement for reasonable access, ingress and egress, for pedestrian and vehicular access, twenty-four (24) hours a day, seven (7) days a week, over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel A, including, without limitation, the Driveway, and to and from all abutting streets or rights of way furnishing access to such Parcel A;

(b) Parcel B Owner grants to Parcel A Owner and its Permittees a perpetual, non-exclusive easement for access, ingress and egress, for pedestrian and vehicular access, twenty-four (24) hours a day, seven (7) days a week, over, upon and across that certain portion of Parcel B consisting of approximately 356 square feet along the south boundary line of Parcel B (and a north boundary line of Parcel A) and more particularly described on Exhibit B attached hereto and incorporated herein by reference.

(c) Parcel A Owner grants to Parcel B Owner and its Permittees a perpetual, non-exclusive easement for access, ingress and egress, for pedestrian and vehicular access, twenty-four (24) hours a day, seven (7) days a week, over, upon and across that certain portion of Parcel A consisting of approximately 2,200 square feet along a north boundary line of Parcel A (and the south boundary line of Parcel B) and more particularly described on Exhibit C attached hereto and incorporated herein by reference.

(d) Parcel B Owner grants to Parcel A Owner and its Permittees a perpetual, non-exclusive easement for access, ingress and egress, for pedestrian and vehicular access, twenty-four (24) hours a day, seven (7) days a week, over, upon and across that certain portion of Parcel B consisting of approximately 2,827 square feet along the north boundary line of Parcel B at Shelby Drive and more particularly described on Exhibit D attached hereto and incorporated herein by reference.

(e) Parcel A Owner grants to Parcel B Owner and its Permittees two perpetual, non-exclusive easements for access, ingress and egress, for pedestrian and vehicular access, twenty-four (24) hours a day, seven (7) days a week, over, upon and across those certain portions of Parcel A, each consisting of approximately 12,000 square feet, along a west boundary line and a north boundary line of Parcel A and as depicted on Exhibit E attached hereto and incorporated herein by reference.

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(f) Parcel B Owner intends to construct and install private Water Detention and Drainage Facilities (hereafter defined) on that portion of the Parcels designated as the "Proposed 15' Private Drainage Easement" on the survey attached hereto as Exhibit F and incorporated herein by reference. In connection therewith, Parcel A Owner grants to Parcel B Owner and its Permittees a temporary easement upon, under, over, above and across Parcel A for the limited purpose of the construction and installation of such conduits, pipes and other apparatus necessary for the discharge, drainage, use, detention and retention of storm water runoff in that certain 943 square foot area of Parcel A more particularly described on Exhibit G attached hereto and incorporated herein by reference. The storm water detention areas and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be hereinafter called the "Water Detention and Drainage Facilities." The Water Detention and Drainage Facilities required are to be constructed by Priester and Associates, Inc. ("Priester") in accordance with and pursuant to the plans approved by Walgreen under the Walgreen Lease, as a part of the initial development of the Walgreens improvements on Parcel B under the Walgreen Lease. Once constructed by Priester, (i) the Water Detention and Drainage Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); and (ii) each Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Water Detention and Drainage Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto. Once the initial construction and installation of the Water Detention and Drainage Facilities is complete, the easement granted under this subparagraph (f) shall automatically terminate.

(g) Parcel B Owner intends to construct and install a private sewer (the "Sewer Facilities") on that portion of the Parcels designated as the "Proposed 20' Private Sewer Easement" on the survey attached hereto as Exhibit F and incorporated herein by reference. In connection therewith, Parcel A Owner grants to Parcel B Owner and its Permittees a temporary easement upon, under, over, above and across Parcel A for the limited purpose of constructing and installing such Sewer Facilities, a portion of which shall be located on Parcel A in that certain 924 square foot area more particularly described on Exhibit H attached hereto and incorporated herein by reference. The Sewer Facilities shall initially be constructed by Priester in accordance with and pursuant to the plans approved by Walgreen under the Walgreen Lease, as a part of the initial development of the Walgreens improvements on Parcel B under the Walgreen Lease. Once constructed by Priester, (i) the Sewer Facilities shall not be modified, altered, relocated or otherwise changed, without the prior written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); and (ii) each

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Owner shall operate and maintain, or cause to be operated and maintained, in good order, condition and repair, the Sewer Facilities located upon its Parcel and make any and all repairs and replacements that may from time to time be required with respect thereto. Once the initial construction and installation of the sewer contemplated hereunder is complete, the easement granted under this subparagraph (g) shall automatically terminate.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement (including Walgreen, in the case of the Owner of Parcel B) harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 Reasonable Use of Easements.

(a) The easements herein above granted shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) Once the Water Detention and Drainage Facilities and Sewer Facilities are installed pursuant to the easements granted in paragraph 2.1 hereof, no permanent building, structures, trees or other improvements inconsistent with the use and enjoyment of such easements (excluding improvements typically found in common areas of shopping centers) shall be placed over or permitted to encroach upon such water detention, drainage and sewer installations. The Owner of the Parcel served by such installations shall not unreasonably withhold its consent to the reasonable relocation of such installations requested by the Owner of a Parcel where such installations are located, at such requesting Owner's sole cost and expense, so long as water detention and drainage services or sewer services, as applicable, to the other Owner's Parcel are not unreasonably interrupted and the remaining provisions of this paragraph 2.3 are complied with. No such relocation affecting Parcel B or the water detention and drainage services or sewer service(s) thereto shall be performed without the consent of Walgreen (during the continuance of the Walgreen Lease).

(c) Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the

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easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility or drainage easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner (and/or, during the continuance of the Walgreen Lease, Walgreen), and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Parcel upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in this paragraph shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee. Each Parcel shall comply with applicable governmental parking ratio requirements without taking into account the parking provided on the other Owner's Parcel, such that each Parcel shall be self sufficient for vehicular parking.

3.3 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the

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surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) as to Parcel B, during the continuance of the Walgreen Lease, the express written consent of Walgreen shall be required; (ii) the easements between the Parcels created pursuant to paragraph 2.1 shall not be closed or materially impaired; (iii) the Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners and Walgreen (during the continuance of the Walgreen Lease); (iv) the same shall not violate any of the provisions and easements granted in paragraph 2; and (v) as to Parcel A, the requirements of paragraph 3.2 of this Agreement shall be complied with.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on Parcel A, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

5. Restrictions.

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel B shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, children's play or party facility, adult book store, adult

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theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility, blood bank, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles, any industrial use, a car wash, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling on Parcel B of hazardous materials or underground storage tanks, any office use (except incidental to a retail use), a restaurant, or any use which creates a nuisance.

5.2 Additional Parcel A Restrictions. Throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A within five hundred (500) feet of the south and east boundary lines of Parcel B shall be used for (a) the operation of a freestanding or in-line drug store or a so-called freestanding prescription pharmacy or for any other business whose primary business purpose requires the employment of a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind (but this restriction shall not prevent the location of a business on its property that has a pharmacy as an incidental use, such as a Kroger, Seessel's or similar grocery store, or Wal-Mart, K-Mart, Target or similar store with an in-store pharmacy); and (b) a business whose primary business is photo-finishing services and/or the sale of photographic film or an in-line store whose primary business is photo-finishing services and/or the sale of photographic film (but this restriction shall not prevent the location of a business on its property that has an in-store photo-finishing business or that sells photographic film as an incidental use, such as a Kroger, Seessel's or similar grocery store, or Wal-Mart, K-Mart, Target or similar store with an in-store photo-finishing business or that sells photographic film).

Additionally, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of Parcel A within five hundred (500) feet of the south and east boundary lines of Parcel B shall be used by a business whose primary purpose is any one or more of the following: (i) the operation of a medical diagnostic lab and/or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection (i)); (ii) the sale of so-called health and/or beauty aids and/or drug sundries; (iii) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and (iv) the operation of a business in which prepackaged food items for off premises consumption are offered for sale (except that the offering for sale of said items by a fast food restaurant or full service restaurant shall be permitted). The intent of this paragraph is to allow only incidental uses of (i) through (iv) above on Parcel A.

5.3 Drive-Throughs. No facility on Parcel A for vehicular drive-up or drive-through in which the stopping or standing of motor vehicles in line at a location for dropoff and/or pickup is intended (as, for example, at a restaurant, car wash or bank) shall be assigned, constructed, used or operated in any manner such that

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motor vehicles in line at such facility stop or stand onto Parcel B and/or the Driveway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across Parcel B and/or the Driveway. Nothing contained herein shall be deemed to affect the drive-through serving the building for Walgreen to be initially constructed on Parcel B by the Owner thereof, which is hereby expressly approved.

6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner and Walgreen during the continuance of the Walgreen Lease (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds. Walgreen (whether as tenant under the Walgreen Lease or in the event Walgreen becomes an Owner of a Parcel) may elect to self insure and/or carry insurance required hereunder under master or blanket policies of insurance.
7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B. No easements, except those expressly set forth in paragraph 2, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking or signage are granted or implied.
9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) and Walgreen shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Walgreen shall have the right, but not the obligation, to enforce this Agreement on behalf of the Owner of Parcel B, and/or to cure a breach or default hereunder by the Owner of Parcel B, which enforcement or cure shall be accepted by the other Owner(s) as if effected by the Owner of Parcel B.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or Walgreen (unless,

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with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), Walgreen or any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by First Chicago NBD (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, (ii) blockage or material impairment of the easement rights, and/or (iii) the unauthorized parking of vehicles on Parcel B, an Owner or Walgreen may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%), as above described.

9.3 Lien Rights. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner (or to Walgreen in connection with the exercise of its rights set forth in paragraphs 9.1 and/or 9.2 above) in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien with respect thereto in the Register's Office of Shelby County, Tennessee; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Register's Office of Shelby County, Tennessee prior to the date of recordation of said notice of lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

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9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner and Walgreen, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Register's Office of Shelby County, Tennessee and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of seventy-five percent (75%) of all then record Owners in accordance with paragraph 11.2 hereof or unless otherwise specifically stated herein. Parcel B Owner agrees to deliver a recorded copy of this Agreement to the individual Parcel A Owners, W. Ray Jamieson and Oliver M. Jamieson, Jr., at their respective notice addresses set forth in Section 11.12 of this Agreement within five (5) business days from the recording of the Agreement in such Register's Office.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party (including Walgreen) institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment.

(a) The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of seventy-five percent (75%) of all record Owners, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of Register's Office of Shelby County, Tennessee.

(b) Notwithstanding subparagraph 11.2(a) above to the contrary, no termination of this Agreement, and no modification or amendment of this Agreement shall be made nor shall the same be effective unless the same has been expressly consented to in writing by Walgreen (during the continuance of the Walgreen Lease).

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11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or Walgreen under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing. During the continuance of the Walgreen Lease, any consent by the Owner of Parcel B, to be effective, shall also require the consent of Walgreen. Any consent of Walgreen may be given, denied or conditioned by Walgreen in Walgreen's sole and absolute discretion.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Exclusive Use. Notwithstanding anything contained herein to the contrary, no person or entity obtaining an ownership interest, whether fee simple, leasehold or otherwise, in all or a portion of Parcel A shall be entitled to tap into or otherwise make use of the Water Detention and Drainage Facilities and the Sewer Facilities without the express written consent of the Parcel B Owner.

11.8 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

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11.9 Separability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.10 Time of Essence. Time is of the essence of this Agreement.

11.11 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.12 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party and Walgreen may change from time to time their respective address for notice hereunder by like notice to the other party and Walgreen. Notice given by any Owner hereunder to be effective shall also simultaneously be delivered to Walgreen (during the continuance of the Walgreen Lease). The notice addresses of the Parcel A Owner, the Parcel B Owner and Walgreen are as follows:

<u>Walgreen:</u>	Walgreen Co. Attention: Law Department Mail Stop No. 2252 200 Wilmot Road Deerfield, Illinois 60015
<u>Parcel A Owner:</u>	W. Ray Jamieson 44 N. Second Street, Suite 600 Memphis, Tennessee 38103 Oliver M. Jamieson, Jr. 13 McKendree Circle Hermitage, Tennessee 37076
<u>Parcel B Owner:</u>	WN Shelby-Hacks Cross, LLC 850 Ridge Lake Blvd., Suite 340 Memphis, Tennessee 38120

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11.13 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11.14 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s) or Walgreen, shall from time to time provide the requesting Owner or Walgreen, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

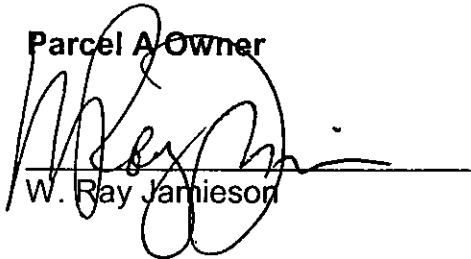
11.15 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

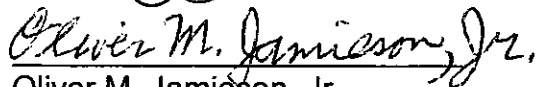
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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement and two (2) other original instruments of identical tenure and date as of the date first written above. Barbara Jamieson, wife of Oliver M. Jamieson, Jr., joins herein to grant the easements described herein and to acknowledge and accept the covenants, conditions and restrictions contained herein.

Parcel A Owner


W. Ray Jamieson


Oliver M. Jamieson, Jr.


Barbara Jamieson

Parcel B Owner

WN Shelby-Hacks Cross, LLC

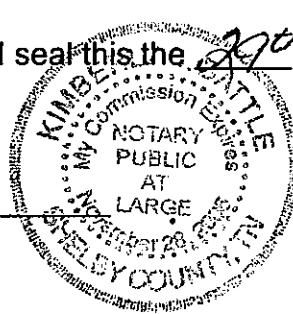
By: 
Its: Assistant Secretary

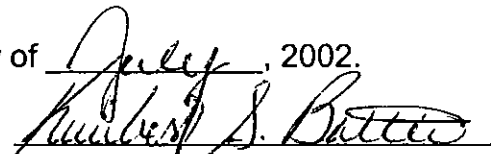
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, duly qualified and commissioned, personally appeared W. Ray Jamieson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal this the 29th day of July, 2002.

My Commission Expires: _____




Notary Public

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STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public of the state and county aforesaid, duly qualified and commissioned, personally appeared Oliver M. Jamieson, Jr. and Barbara Jamieson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal this the 30 day of July, 2002.

Maureen Brittain
Notary Public

My Commission Expires: 3/26/2005

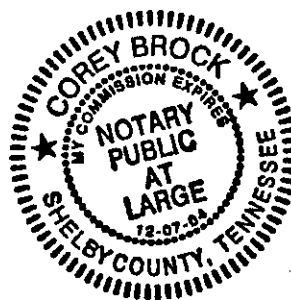
STATE OF TENNESSEE
COUNTY OF SHELBY

Michael B. Chance
~~West Newman~~ Personally appeared before me, a Notary Public in and for said State and County, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged himself to be the ~~Chief Manager~~ ^{Assistant Secretary} of WN Shelby-Hacks Cross, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such ~~Chief Manager~~ ^{Assistant Secretary} executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself as ~~Chief Manager~~ ^{Assistant Secretary}.

WITNESS my hand and seal this 5th day of August, 2002.

Corey Brock
Notary Public

My Commission Expires: 12-7-04



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EXHIBIT A

Situated and lying in Shelby County, Tennessee:

Parcel A:

The west half of the north east Quarter (W ½ of NE 1/4), Northwest Quarter (NW 1/4) all in section 12 Township 1 range 6 west in Shelby County Tennessee, being part of the property conveyed to O. M. Jamieson by warranty deed of record in Book 2547, Page 346 in the Register's Office of Shelby County, Tennessee.

Less and except:

TRACT I

COMMENCING AT THE INTERSECTION OF THE WESTWARDLY PROJECTION OF THE PRESENT SOUTHERLY RIGHT-OF-WAY LINE OF SHELBY DRIVE (PUBLIC, PAVED ROAD - WIDTH VARIES, AS WIDENED) AND THE NORTHWARDLY PROJECTION OF THE PRESENT EASTERLY RIGHT-OF-WAY LINE OF HACKS CROSS ROAD (PUBLIC, PAVED ROAD - WIDTH VARIES, AS WIDENED); THENCE ALONG THE SAID SOUTHERLY LINE OF SHELBY DRIVE (AS WIDENED), THE FOLLOWING METES AND BOUNDS: SOUTH 89 DEGREES 13 MINUTES 36 SECONDS EAST A DISTANCE OF 167.92 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 11,405.16 FEET; THENCE CLOCKWISE ALONG SAID CURVE AN ARC DISTANCE OF 116.01 FEET (CENTRAL ANGLE = 00 DEGREES 34 MINUTES 57 SECONDS - CHORD = SOUTH 88 DEGREES 56 MINUTES 07 SECONDS EAST A DISTANCE OF 115.97 FEET); THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS EAST A DISTANCE OF 772.00 FEET TO A SET IRON PIN, THE TRUE POINT OF BEGINNING; THENCE ALONG THE SAID SOUTHERLY LINE OF SHELBY DRIVE THE FOLLOWING BEARINGS AND DISTANCES: THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS EAST A DISTANCE OF 132.28 FEET TO A SET IRON PIN AT AN ANGLE POINT; THENCE SOUTH 88 DEGREES 53 MINUTES 54 SECONDS EAST A DISTANCE OF 75.87 FEET TO A SET IRON PIN AT AN ANGLE POINT; THENCE NORTH 01 DEGREES 06 MINUTES 06 SECONDS EAST A DISTANCE OF 34.00 FEET TO A SET IRON PIN IN THE EXISTING SOUTHERLY PRESCRIPTIVE RIGHT-OF-WAY OF SAID SHELBY DRIVE (TWENTY FEET TO PHYSICAL CENTER LINE); THENCE SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST ALONG SAID SOUTHERLY PRESCRIPTIVE RIGHT-OF-WAY A DISTANCE OF 2101.40 FEET TO A SET IRON PIN AT AN ANGLE POINT; THENCE SOUTH 87 DEGREES 53 MINUTES 28 SECONDS EAST (CONTINUING ALONG SAID SOUTHERLY PRESCRIPTIVE RIGHT-OF-WAY) A DISTANCE OF 605.54 FEET TO A SET IRON PIN IN THE WESTERLY LINE OF THE MACON ROAD DEVELOPMENT, LLC PROPERTY (INSTRUMENT NUMBER JN-3189); THENCE SOUTH 01 DEGREES 37 MINUTES 47 SECONDS WEST ALONG SAID WESTERLY LINE A DISTANCE OF 2646.38 FEET (PASSING A FOUND IRON PIPE AT 2.9 FEET) TO A FOUND AXLE IN THE NORTHERLY LINE OF THE DODGE FAMILY LIMITED PARTNERSHIP PROPERTY (INSTRUMENT NUMBER ED-9885, SCRO); THENCE NORTH 88 DEGREES 17 MINUTES 27 SECONDS WEST ALONG SAID NORTHERLY LINE AND ALSO ALONG THE COMMON NORTHERLY LINES OF THE FOLLOWING: THE JERRY W. JOINER TRUSTEE PROPERTY (INSTRUMENT NUMBER FX-5866, SCRO), THE DARYL A. HUNT PROPERTY (INSTRUMENT NUMBER CK-4103, SCRO), THE E.B. HAMILTON PROPERTY (INSTRUMENT NUMBER EB-1087, SCRO), AND THE HARRY J. STEWART AND WIFE, THE JANE S. STEWART PROPERTY (INSTRUMENT NUMBER GI-0848, SCRO), AND THE WESTWARDLY PROJECTION OF SAME (PASSING A FOUND AXLE AT 1,973.8 FEET AND A FOUND CONCRETE MONUMENT AT 2,657.90 FEET) A TOTAL DISTANCE OF 3,960.87 FEET TO A SET IRON PIN IN THE EXISTING EASTERLY PRESCRIPTIVE RIGHT-OF-WAY LINE OF SAID HACKS CROSS ROAD (TWENTY FEET TO CENTERLINE); THENCE NORTH 01 DEGREES 25 MINUTES 03 SECONDS EAST ALONG SAID EASTERLY PRESCRIPTIVE RIGHT-OF-WAY LINE A DISTANCE OF 1,174.63 FEET TO A SET IRON PIN; THENCE SOUTH 89 DEGREES 39 MINUTES 55 SECONDS EAST A DISTANCE OF 32.68 FEET TO A SET IRON PIN AT AN

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ANGLE POINT IN THE SAID PRESENT EASTERLY RIGHT-OF-WAY LINE OF HACKS CROSS ROAD: THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST ALONG SAID PRESENT EAST LINE A DISTANCE OF 392.35 FEET TO A SET IRON PIN. THE SOUTHWEST CORNER OF AREA "A" OF SAID OUTLINE PLAN: THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS EAST (LEAVING SAID EASTERLY LINE OF HACKS CROSS ROAD) ALONG THE SOUTHERLY LINE OF SAID AREA "A" A DISTANCE OF 1031.62 FEET TO A SET IRON PIN. THE SOUTHEAST CORNER OF SAID AREA "A": THENCE NORTH 01 DEGREES 21 MINUTES 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID AREA "A" A DISTANCE OF 1033.62 FEET TO THE POINT OF BEGINNING.

Tract I of the subject property consists of the foregoing parcel of property, but less and except the following six (6) parcels of property.

LESS AND EXCEPT THE FOLLOWING PARCEL OF PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF SAID DESCRIBED TRACT I: THENCE SOUTH 01 DEGREES 37 MINUTES 47 SECONDS WEST A DISTANCE OF 1127.85 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 580.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12 DEGREES 08 MINUTES 07 SECONDS WEST A DISTANCE OF 148.02 FEET; THENCE NORTH 77 DEGREES 53 MINUTES 53 SECONDS EAST A DISTANCE OF 94.12 FEET; THENCE NORTH 12 DEGREES 06 MINUTES 07 SECONDS WEST A DISTANCE OF 135.99 FEET TO A POINT ON THE SOUTH LINE OF PROPOSED PRIVATE DRIVE (70 FEET WIDE); THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 285.00 FEET AND AN ARC LENGTH OF 168.13 FEET TO A POINT; THENCE SOUTH 77 DEGREES 53 MINUTES 53 SECONDS WEST ALONG SAID SOUTH LINE OF PROPOSED PRIVATE DRIVE A DISTANCE OF 644.98 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 285.00 FEET AND AN ARC LENGTH OF 254.73 FEET TO A POINT; THENCE SOUTH 22 DEGREES 49 MINUTES 21 SECONDS WEST A DISTANCE OF 236.59 FEET; THENCE SOUTH 67 DEGREES 10 MINUTES 39 SECONDS EAST A DISTANCE OF 237.42 FEET; THENCE NORTH 22 DEGREES 49 MINUTES 21 SECONDS EAST A DISTANCE OF 250.98 FEET; THENCE NORTH 77 DEGREES 53 MINUTES 53 SECONDS EAST A DISTANCE OF 722.12 FEET TO THE POINT OF BEGINNING, CONTAINING 6.16 ACRES, MORE OR LESS.

AND LESS AND EXCEPT THE FOLLOWING PARCEL OF PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF SAID DESCRIBED TRACT I: THENCE SOUTH 01 DEGREES 37 MINUTES 47 SECONDS WEST A DISTANCE OF 281.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 815.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 33 MINUTES 43 SECONDS WEST A DISTANCE OF 420.42 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST A DISTANCE OF 271.71 FEET

TO A POINT ON THE WEST LINE OF A PROPOSED PRIVATE DRIVE (70 FEET WIDE); THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 215.00 FEET AND AN ARC LENGTH OF 51.01 FEET TO A POINT; THENCE NORTH 88 DEGREES 26 MINUTES 17 SECONDS WEST A DISTANCE OF 1134.39 FEET; THENCE SOUTH 49 DEGREES 34 MINUTES 40 SECONDS WEST A DISTANCE OF 301.13 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 45 SECONDS WEST A DISTANCE OF 670.01 FEET TO A POINT ON THE NORTH LINE OF PROPOSED PRIVATE DRIVE (70' WIDE); THENCE NORTH 88 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 515.42 FEET TO A POINT; THENCE NORTH 01 DEGREES 40 MINUTES 45 SECONDS EAST A DISTANCE OF 201.04 FEET; THENCE NORTH 16 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 254.89 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 45 SECONDS EAST A DISTANCE OF 442.97 FEET; THENCE NORTH 49 DEGREES 34 MINUTES 40 SECONDS EAST A DISTANCE OF 666.42 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST A DISTANCE OF 1064.42 FEET TO THE POINT OF BEGINNING, CONTAINING 24.43 ACRES, MORE OR LESS.

AND LESS AND EXCEPT THE FOLLOWING PARCEL OF PROPERTY:

COMMENCING AT THE NORTHWEST CORNER OF SAID DESCRIBED TRACT 1; THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SHELBY DRIVE (RIGHT OF WAY VARIES;) A DISTANCE OF 132.28 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 54 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY A DISTANCE OF 75.87 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 06 SECONDS EAST A DISTANCE OF 34.00 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 292.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST A DISTANCE OF 79.00 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 195.45 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 158.46 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 125.0 FEET; THENCE SOUTH 39 DEGREES 27 MINUTES 25 SECONDS WEST A DISTANCE OF 258.88 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 38 SECONDS WEST A DISTANCE OF 340.26 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 785.64 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 38 SECONDS WEST A DISTANCE OF 1264.80 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF HACKS CROSS ROAD; THENCE NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST ALONG SAID EAST RIGHT OF WAY A DISTANCE OF 237.47 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS EAST A DISTANCE OF 1031.62 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 22 SECONDS EAST A DISTANCE OF 785.62 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS EAST A DISTANCE OF 500.00 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 22 SECONDS EAST A DISTANCE OF 283.29 FEET TO THE POINT OF BEGINNING, CONTAINING 14.38 ACRES, MORE OR LESS.

AND LESS AND EXCEPT THE FOLLOWING PARCEL OF PROPERTY:

COMMENCING AT THE SOUTHWEST CORNER OF SAID DESCRIBED TRACT 1, SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF HACKS CROSS ROAD; THENCE NORTH 01 DEGREES 25 MINUTES 03 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 704.31 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON THE NORTH LINE OF A PROPOSED ACCESS EASEMENT (70' WIDE); THENCE SOUTH 88 DEGREES 19 MINUTES 15 SECONDS EAST ALONG SAID NORTH LINE OF ACCESS EASEMENT A DISTANCE OF 590.16 FEET TO A POINT; THENCE NORTHEASTWARDLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 330.31 FEET AND AN ARC LENGTH OF 208.89 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 45 SECONDS EAST A DISTANCE OF 178.19 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 786.31 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HACKS CROSS ROAD; THENCE SOUTH 01 DEGREES 25 MINUTES 03 SECONDS WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 242.07 FEET TO THE POINT OF BEGINNING, CONTAINING 4.28 ACRES, MORE OR LESS.

AND LESS AND EXCEPT THE FOLLOWING PARCEL OF PROPERTY:

COMMENCING AT THE SOUTHWEST CORNER OF SAID DESCRIBED TRACT 1, SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF HACKS CROSS ROAD; THENCE NORTH 01 DEGREES 25 MINUTES 03 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 398.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 19 MINUTES 15 SECONDS EAST A DISTANCE OF 950.08 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 45 SECONDS EAST A DISTANCE OF 224.42 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 171.98 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 45 SECONDS EAST A DISTANCE OF 60.33 FEET TO A POINT ON THE SOUTH LINE OF A PROPOSED ACCESS EASEMENT (70' WIDE); THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 400.31 FEET AND AN ARC LENGTH OF 196.63 FEET TO A POINT; THENCE CONTINUE ALONG SAID SOUTH LINE OF PROPOSED ACCESS EASEMENT NORTH 88 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 589.84 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HACKS CROSS ROAD; THENCE SOUTH 01 DEGREES 25 MINUTES 03 SECONDS WEST ALONG SAID THE EAST RIGHT-OF-WAY A DISTANCE OF 237.42 FEET TO THE POINT OF BEGINNING, CONTAINING 5.20 ACRES, MORE OR LESS.

LESS AND EXCEPT THE FOLLOWING PARCEL OF PROPERTY:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT 1; THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SHELBY DRIVE (RIGHT OF WAY VARIES) A DISTANCE OF 132.28 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 54 SECONDS EAST A DISTANCE OF 75.87 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 06 SECONDS EAST A DISTANCE OF 34.00 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SHELBY DRIVE A DISTANCE OF 292.0 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 283.29 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 38 SECONDS WEST A DISTANCE OF 500.00 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 22 SECONDS EAST A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.10 ACRES, MORE OR LESS.

TRACT II

COMMENCING AT THE NORTHEAST CORNER OF SAID DESCRIBED TRACT I;
 THENCE SOUTH 01 DEGREES 37 MINUTES 47 SECONDS WEST A DISTANCE OF
 1127.83 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A
 DISTANCE OF 560.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 12
 DEGREES 06 MINUTES 07 SECONDS WEST A DISTANCE OF 148.02 FEET; THENCE
 NORTH 77 DEGREES 53 MINUTES 53 SECONDS EAST A DISTANCE OF 94.12 FEET;
 THENCE NORTH 12 DEGREES 06 MINUTES 07 SECONDS WEST A DISTANCE OF
 135.99 FEET TO A POINT ON THE SOUTH LINE OF PROPOSED PRIVATE DRIVE (70
 FEET WIDE); THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE RIGHT WITH
 A RADIUS OF 285.00 FEET AND AN ARC LENGTH OF 166.13 FEET TO A POINT;
 THENCE SOUTH 77 DEGREES 53 MINUTES 53 SECONDS WEST ALONG SAID SOUTH
 LINE OF PROPOSED PRIVATE DRIVE A DISTANCE OF 644.98 FEET; THENCE ALONG
 A CURVE TO THE LEFT WITH A RADIUS OF 285.00 FEET AND AN ARC LENGTH OF
 254.73 FEET TO A POINT; THENCE SOUTH 22 DEGREES 49 MINUTES 21 SECONDS
 WEST A DISTANCE OF 238.59 FEET; THENCE SOUTH 67 DEGREES 10 MINUTES 39
 SECONDS EAST A DISTANCE OF 237.42 FEET; THENCE NORTH 22 DEGREES 49
 MINUTES 21 SECONDS EAST A DISTANCE OF 250.98 FEET; THENCE NORTH 77
 DEGREES 53 MINUTES 53 SECONDS EAST A DISTANCE OF 722.12 FEET TO THE
 POINT OF BEGINNING, CONTAINING 8.16 ACRES, MORE OR LESS.

TRACT III

COMMENCING AT THE NORTHEAST CORNER OF SAID DESCRIBED TRACT I;
 THENCE SOUTH 01 DEGREES 37 MINUTES 47 SECONDS WEST A DISTANCE OF
 281.59 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A
 DISTANCE OF 815.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01
 DEGREES 33 MINUTES 43 SECONDS WEST A DISTANCE OF 420.42 FEET; THENCE
 SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST A DISTANCE OF 271.71 FEET
 TO A POINT ON THE WEST LINE OF A PROPOSED PRIVATE DRIVE (70 FEET WIDE);
 THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE RIGHT WITH A RADIUS
 OF 215.00 FEET AND AN ARC LENGTH OF 51.01 FEET TO A POINT; THENCE NORTH
 88 DEGREES 26 MINUTES 17 SECONDS WEST A DISTANCE OF 1134.39 FEET;
 THENCE SOUTH 49 DEGREES 34 MINUTES 40 SECONDS WEST A DISTANCE OF
 301.13 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 45 SECONDS WEST A
 DISTANCE OF 670.01 FEET TO A POINT ON THE NORTH LINE OF PROPOSED
 PRIVATE DRIVE (70' WIDE); THENCE NORTH 88 DEGREES 19 MINUTES 15
 SECONDS WEST A DISTANCE OF 515.42 FEET TO A POINT; THENCE NORTH 01
 DEGREES 40 MINUTES 45 SECONDS EAST A DISTANCE OF 201.04 FEET; THENCE
 NORTH 16 DEGREES 22 MINUTES 52 SECONDS EAST A DISTANCE OF 254.89 FEET;
 THENCE NORTH 01 DEGREES 40 MINUTES 45 SECONDS EAST A DISTANCE OF
 442.97 FEET; THENCE NORTH 49 DEGREES 34 MINUTES 40 SECONDS EAST A
 DISTANCE OF 666.42 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 17 SECONDS
 EAST A DISTANCE OF 1064.42 FEET TO THE POINT OF BEGINNING, CONTAINING
 24.43 ACRES, MORE OR LESS.

TRACT IV

COMMENCING AT THE NORTHWEST CORNER OF SAID DESCRIBED TRACT I;
 THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS EAST ALONG THE SOUTH
 RIGHT-OF-WAY LINE OF SHELBY DRIVE (RIGHT OF WAY VARIES;) A DISTANCE OF
 132.28 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 54 SECONDS EAST ALONG
 SAID SOUTH RIGHT OF WAY A DISTANCE OF 75.87 FEET; THENCE NORTH 01
 DEGREES 06 MINUTES 06 SECONDS EAST A DISTANCE OF 34.00 FEET; THENCE
 SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST ALONG SAID RIGHT OF WAY
 A DISTANCE OF 292.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88
 DEGREES 26 MINUTES 17 SECONDS EAST A DISTANCE OF 79.00 FEET; THENCE
 SOUTH 01 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 195.45 FEET;
 THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF
 158.46 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 22 SECONDS WEST A
 DISTANCE OF 125.0 FEET; THENCE SOUTH 39 DEGREES 27 MINUTES 25 SECONDS
 WEST A DISTANCE OF 258.88 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 38
 SECONDS WEST A DISTANCE OF 340.26 FEET; THENCE SOUTH 01 DEGREES 21
 MINUTES 22 SECONDS WEST A DISTANCE OF 785.64 FEET; THENCE NORTH 88
 DEGREES 38 MINUTES 38 SECONDS WEST A DISTANCE OF 1264.80 FEET TO A
 POINT ON THE EAST RIGHT OF WAY LINE OF HACKS CROSS ROAD; THENCE
 NORTH 00 DEGREES 20 MINUTES 05 SECONDS EAST ALONG SAID EAST RIGHT OF
 WAY A DISTANCE OF 237.47 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 38
 SECONDS EAST A DISTANCE OF 1031.62 FEET; THENCE NORTH 01 DEGREES 21
 MINUTES 22 SECONDS EAST A DISTANCE OF 785.62 FEET; THENCE SOUTH 88
 DEGREES 38 MINUTES 38 SECONDS EAST A DISTANCE OF 500.00 FEET; THENCE
 NORTH 01 DEGREES 21 MINUTES 22 SECONDS EAST A DISTANCE OF 283.29 FEET
 TO THE POINT OF BEGINNING, CONTAINING 14.38 ACRES, MORE OR LESS.

TRACT V

COMMENCING AT THE SOUTHWEST CORNER OF SAID DESCRIBED TRACT I, SAID
 POINT LYING ON THE EAST RIGHT OF WAY LINE OF HACKS CROSS ROAD;
 THENCE NORTH 01 DEGREES 25 MINUTES 03 SECONDS EAST ALONG SAID RIGHT
 OF WAY A DISTANCE OF 704.31 FEET TO THE POINT OF BEGINNING; SAID POINT
 LYING ON THE NORTH LINE OF A PROPOSED ACCESS EASEMENT (70' WIDE);
 THENCE SOUTH 88 DEGREES 19 MINUTES 15 SECONDS EAST ALONG SAID
 NORTH LINE OF ACCESS EASEMENT A DISTANCE OF 590.16 FEET TO A POINT;
 THENCE NORTHEASTWARDLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF
 330.31 FEET AND AN ARC LENGTH OF 208.89 FEET; THENCE NORTH 01 DEGREES 40
 MINUTES 45 SECONDS EAST A DISTANCE OF 178.19 FEET; THENCE NORTH 88
 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 788.51 FEET TO A
 POINT ON THE EAST RIGHT OF WAY OF HACKS CROSS ROAD; THENCE SOUTH 01
 DEGREES 25 MINUTES 03 SECONDS WEST ALONG SAID RIGHT OF WAY A
 DISTANCE OF 242.07 FEET TO THE POINT OF BEGINNING, CONTAINING 4.28 ACRES,
 MORE OR LESS.

omj 7/30/02

TRACT VI

COMMENCING AT THE SOUTHWEST CORNER OF SAID DESCRIBED TRACT I, SAID POINT LYING ON THE EAST RIGHT OF WAY LINE OF HACKS CROSS ROAD; THENCE NORTH 01 DEGREES 25 MINUTES 03 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 398.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 19 MINUTES 15 SECONDS EAST A DISTANCE OF 950.08 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 45 SECONDS EAST A DISTANCE OF 224.42 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 171.98 FEET; THENCE NORTH 01 DEGREES 10 MINUTES 45 SECONDS EAST A DISTANCE OF 60.33 FEET TO A POINT ON THE SOUTH LINE OF A PROPOSED ACCESS EASEMENT (70' WIDE); THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 400.31 FEET AND AN ARC LENGTH OF 198.63 FEET TO A POINT; THENCE CONTINUE ALONG SAID SOUTH LINE OF PROPOSED ACCESS EASEMENT NORTH 88 DEGREES 19 MINUTES 15 SECONDS WEST A DISTANCE OF 589.84 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HACKS CROSS ROAD; THENCE SOUTH 01 DEGREES 25 MINUTES 03 SECONDS WEST ALONG SAID THE EAST RIGHT-OF-WAY A DISTANCE OF 237.42 FEET TO THE POINT OF BEGINNING, CONTAINING 5.20 ACRES, MORE OR LESS.

TRACT VII

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT I; THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SHELBY DRIVE (RIGHT OF WAY VARIES) A DISTANCE OF 132.28 FEET; THENCE SOUTH 88 DEGREES 53 MINUTES 54 SECONDS EAST A DISTANCE OF 75.87 FEET; THENCE NORTH 01 DEGREES 06 MINUTES 06 SECONDS EAST A DISTANCE OF 34.00 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF SHELBY DRIVE A DISTANCE OF 292.0 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 22 SECONDS WEST A DISTANCE OF 283.29 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 38 SECONDS WEST A DISTANCE OF 500.00 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 22 SECONDS EAST A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.10 ACRES, MORE OR LESS.

AND LESS AND EXCEPT THE FOLLOWING PARCEL:

BEING PART OF THE OLIVER M. JAMIESON, JR. PROPERTY AS RECORDED IN INSTRUMENT NUMBER Y6-8826 AT THE SHELBY COUNTY REGISTER'S OFFICE, ALSO BEING PART OF THE SHELBY COUNTY PROPERTY (UNRECORDED) AND AS SHOWN IN THE PLANS TITLED "INTERSECTION REALIGNMENT AND IMPROVEMENTS TO HACKS CROSS ROAD", BY ELLERS, OAKLEY, CHESTER AND RIKE, INC. DATED DECEMBER 1995, LOCATED IN MEMPHIS, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SHELBY DRIVE (108' ROW) AND HACKS CROSS ROAD (ROW VARIES); THENCE ALONG THE CENTERLINE OF SAID SHELBY DRIVE, S86°58'59"E A DISTANCE OF 108.33 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, S3°19'23"W A DISTANCE OF 59.00 FEET TO A SET IRON PIN ON THE SOUTH LINE OF SAID SHELBY DRIVE, AND THE POINT OF BEGINNING; THENCE S86°58'59"E ALONG SAID SOUTH LINE A DISTANCE OF 10.79 FEET TO A SET IRON PIN; THENCE N3°01'01"E A DISTANCE OF 5.00 FEET TO A SET IRON PIN; THENCE S86°58'59"E A DISTANCE OF 238.70 FEET TO A SET IRON PIN; THENCE S3°01'01"W A DISTANCE OF 246.00 FEET TO A SET IRON PIN; THENCE N86°58'59"W A DISTANCE OF 292.08 FEET TO A SET IRON PIN ON THE EAST LINE OF SAID HACKS CROSS ROAD; THENCE ALONG SAID EAST LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 4254.29 FEET, AN ARC LENGTH OF 70.75 FEET (CHORD N0°34'47"W - 70.75 FEET) TO A POINT; THENCE N1°16'50"E A DISTANCE OF 112.33 FEET TO A SET IRON PIN; THENCE S88°43'10"E A DISTANCE OF 5.00 FEET TO A SET IRON PIN; THENCE N1°16'50"E A DISTANCE OF 10.73 FEET TO A SET IRON PIN, BEING AT A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, AN ARC LENGTH OF 73.75 FEET (CHORD N47°06'32"E - 65.77 FEET) TO THE POINT OF BEGINNING AND CONTAINING 72,190 SQUARE FEET OR 1.657 ACRES.

Omj 7/30/02

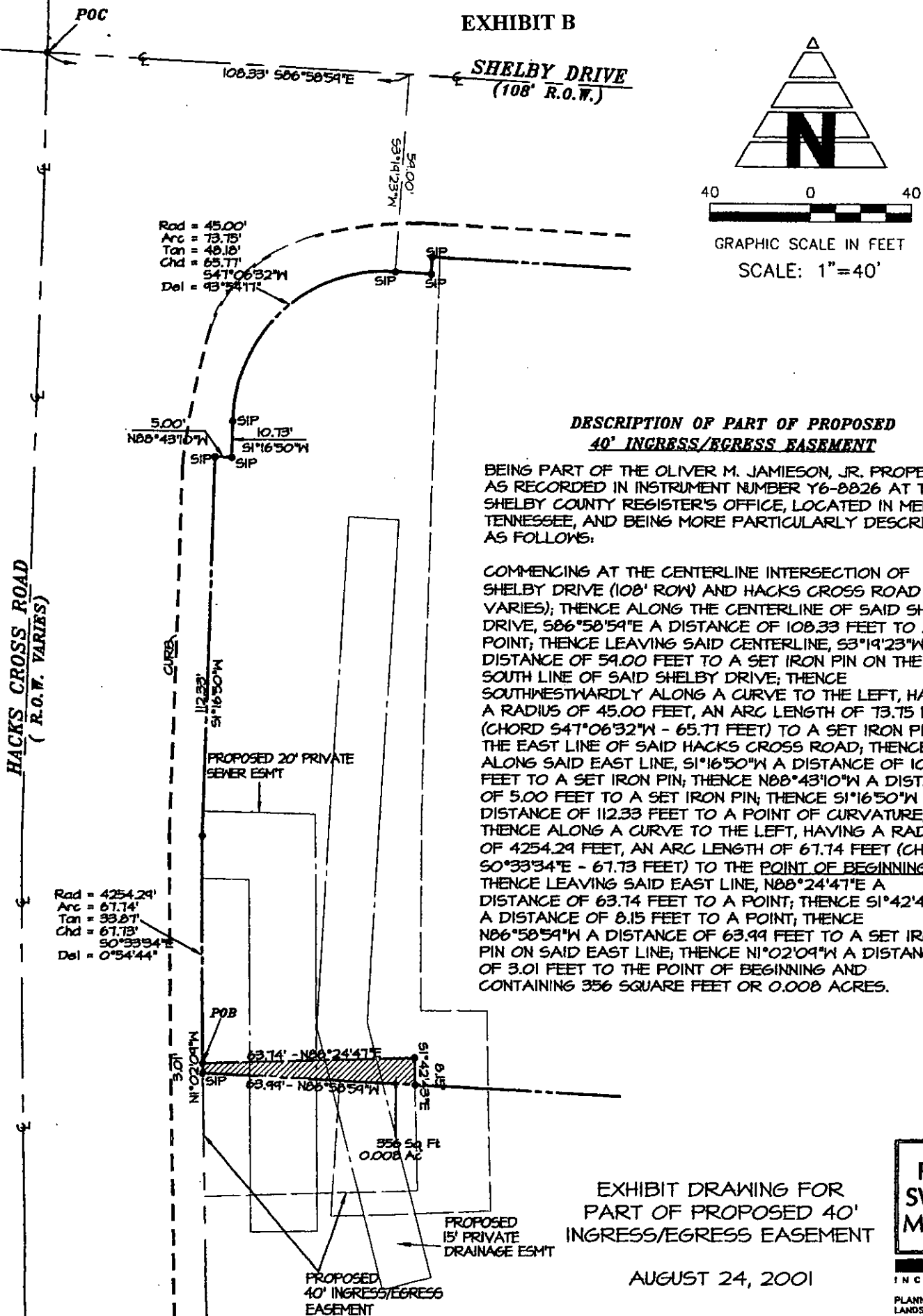
Parcel B:

BEING PART OF THE OLIVER M. JAMIESON, JR. PROPERTY AS RECORDED IN INSTRUMENT NUMBER Y6-8826 AT THE SHELBY COUNTY REGISTER'S OFFICE, ALSO BEING PART OF THE SHELBY COUNTY PROPERTY (UNRECORDED) AND AS SHOWN IN THE PLANS TITLED "INTERSECTION REALIGNMENT AND IMPROVEMENTS TO HACKS CROSS ROAD", BY ELLERS, OAKLEY, CHESTER AND RIKE, INC. DATED DECEMBER 1995, LOCATED IN MEMPHIS, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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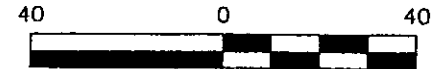
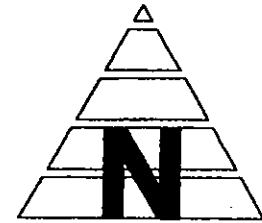
OmJ 7/30/02

EXHIBIT B



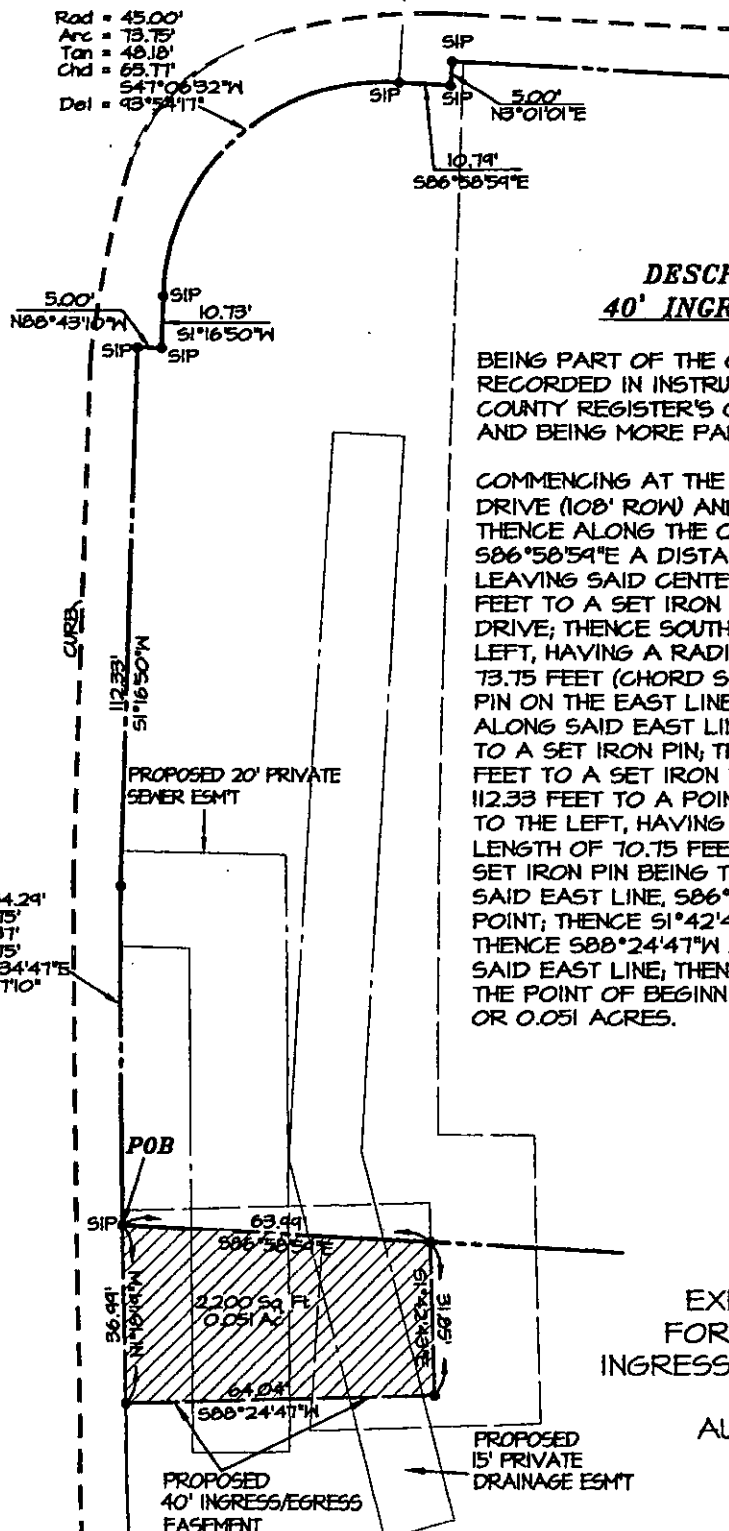
DMA 7/30/02

EXHIBIT C



GRAPHIC SCALE IN FEET

SCALE: 1"=40'

HACKS CROSS ROAD
(R.O.W. VARIES)

DESCRIPTION OF PROPOSED 40' INGRESS/EGRESS EASEMENT

BEING PART OF THE OLIVER M. JAMIESON, JR. PROPERTY AS RECORDED IN INSTRUMENT NUMBER Y6-8826 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SHELBY DRIVE (108' ROW) AND HACKS CROSS ROAD (ROW VARIES); THENCE ALONG THE CENTERLINE OF SAID SHELBY DRIVE, S86°58'54"E A DISTANCE OF 108.33 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, S3°19'23"W A DISTANCE OF 59.00 FEET TO A SET IRON PIN ON THE SOUTH LINE OF SAID SHELBY DRIVE; THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, AN ARC LENGTH OF 73.75 FEET (CHORD S47°06'32"W - 65.71 FEET) TO A SET IRON PIN ON THE EAST LINE OF SAID HACKS CROSS ROAD; THENCE ALONG SAID EAST LINE, S1°16'50"W A DISTANCE OF 10.73 FEET TO A SET IRON PIN; THENCE N88°43'10"W A DISTANCE OF 5.00 FEET TO A SET IRON PIN; THENCE S1°16'50"W A DISTANCE OF 112.33 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 4254.29 FEET, AN ARC LENGTH OF 70.75 FEET (CHORD S0°34'47"E - 70.75 FEET) TO A SET IRON PIN BEING THE POINT OF BEGINNING; THENCE LEAVING SAID EAST LINE, S86°58'59"E A DISTANCE OF 63.99 FEET TO A POINT; THENCE S1°42'43"E A DISTANCE OF 31.85 FEET TO A POINT; THENCE S88°24'47"W A DISTANCE OF 64.04 FEET TO A POINT ON SAID EAST LINE; THENCE N1°18'19"W A DISTANCE OF 36.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,200 SQUARE FEET OR 0.051 ACRES.

EXHIBIT DRAWING
FOR PROPOSED 40'
INGRESS/EGRESS EASEMENT

AUGUST 21, 2001

REAVES
SWEENEY
MARCOM

INCORPORATED

PLANNING • ENGINEERING
LANDSCAPE ARCHITECTURE5118 PARK AVENUE SUITE 400
MEMPHIS, TENNESSEE 38117
901-761-2016/FAX: 901-763-2847

9/11/02 7/30/02

HACKS CROSS ROAD
(R.O.W. VARIES)

EXHIBIT D

POC

108.33' N86°58'54"W

SHELBY DRIVE
(108' R.O.W.)

59.00'
S3°19'23"W

SIP

SIP 5.00'
N8°01'01"E

10.74'
S86°58'54"E

177.54'
S86°58'54"E

POB

40.00'
S86°58'54"E

59.00'
N8°10'10"E

2.827 Sq. Ft.
0.065 Ac

34.00'
M10.10.85
00°45'E

21.11'

24.00'

61.11'

21.11'

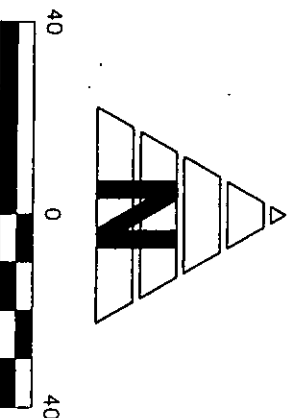
81.11'

PROPOSED
INGRESS/EGRESS
EASEMENT

DESCRIPTION OF PROPOSED 40' INGRESS/EGRESS EASEMENT

BEING PART OF THE OLIVER M. JAMIESON, JR. PROPERTY AS RECORDED IN INSTRUMENT NUMBER Y6-BB26 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SHELBY DRIVE (108' ROW) AND HACKS CROSS ROAD (ROW VARIES); THENCE ALONG THE CENTERLINE OF SAID SHELBY DRIVE, S86°58'54"E A DISTANCE OF 108.33 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, S3°19'23"W A DISTANCE OF 59.00 FEET TO A SET IRON PIN; THENCE CONTINUING ALONG SAID SOUTH LINE, S86°58'54"E A DISTANCE OF 10.74 FEET TO A SET IRON PIN; THENCE N3°01'01"E A DISTANCE OF 5.00 FEET TO A SET IRON PIN; THENCE S86°58'54"E A DISTANCE OF 177.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S86°58'54"E A DISTANCE OF 40.00 FEET TO A POINT; THENCE LEAVING SAID SOUTH LINE, S3°01'01"W A DISTANCE OF 34.00 FEET TO A POINT; THENCE S8°10'10"W A DISTANCE OF 21.11 FEET TO A POINT; THENCE N86°58'54"W A DISTANCE OF 24.00 FEET TO A POINT; THENCE N86°58'54"W A DISTANCE OF 61.11 FEET TO A POINT; THENCE N3°01'01"E A DISTANCE OF 59.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2,827 SQUARE FEET OR 0.065 ACRES.



GRAPHIC SCALE IN FEET
SCALE: 1"=40'

**REAVES
SWEENEY
MARCOM**

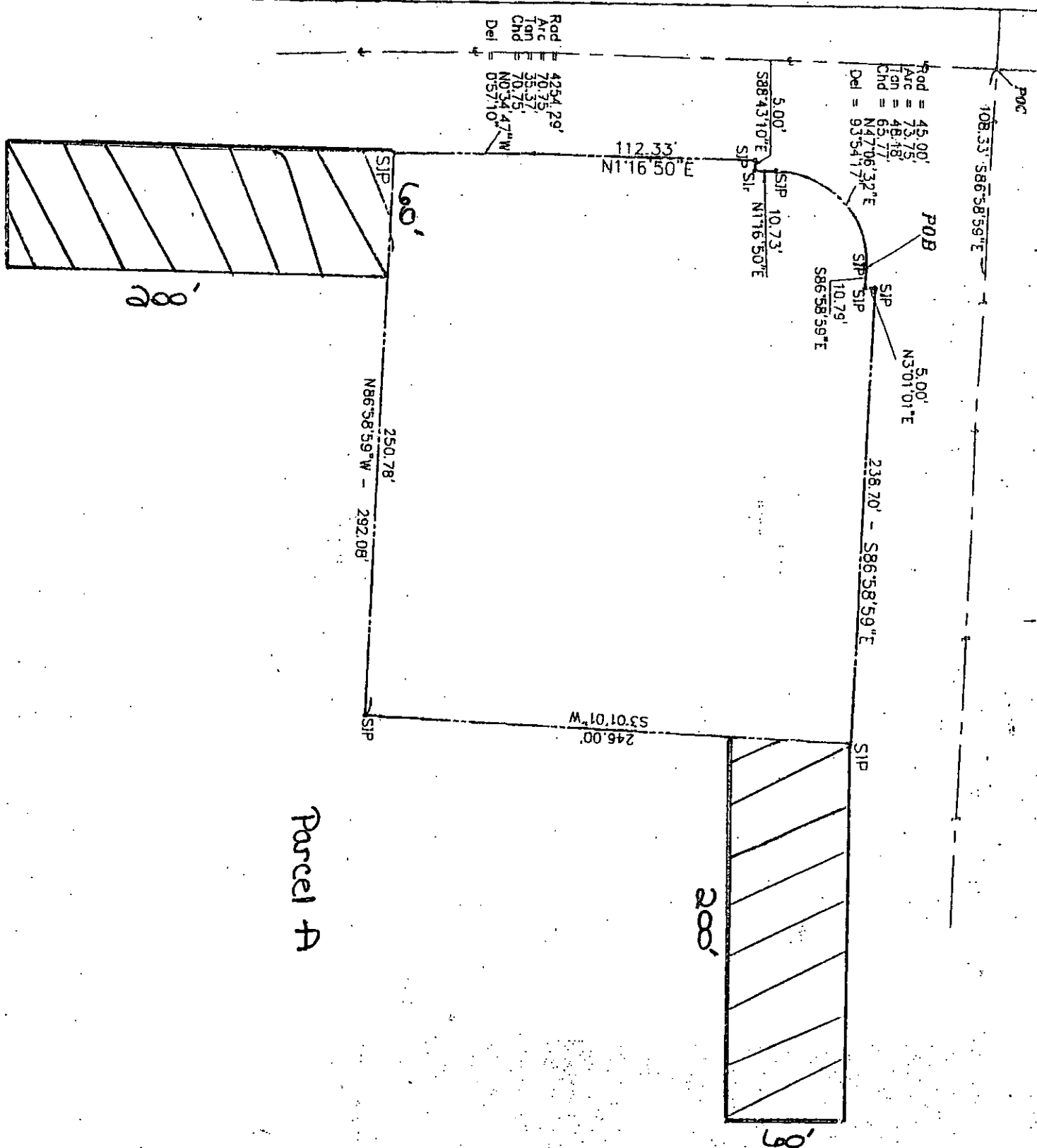
INCORPORATED

PLANNING • ENGINEERING
LANDSCAPE ARCHITECTURE

518 PARK AVENUE SUITE 400
MEMPHIS, TENNESSEE 38117
901-761-2016/FAX 901-763-2847

20/30/02

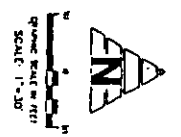
EXHIBIT E



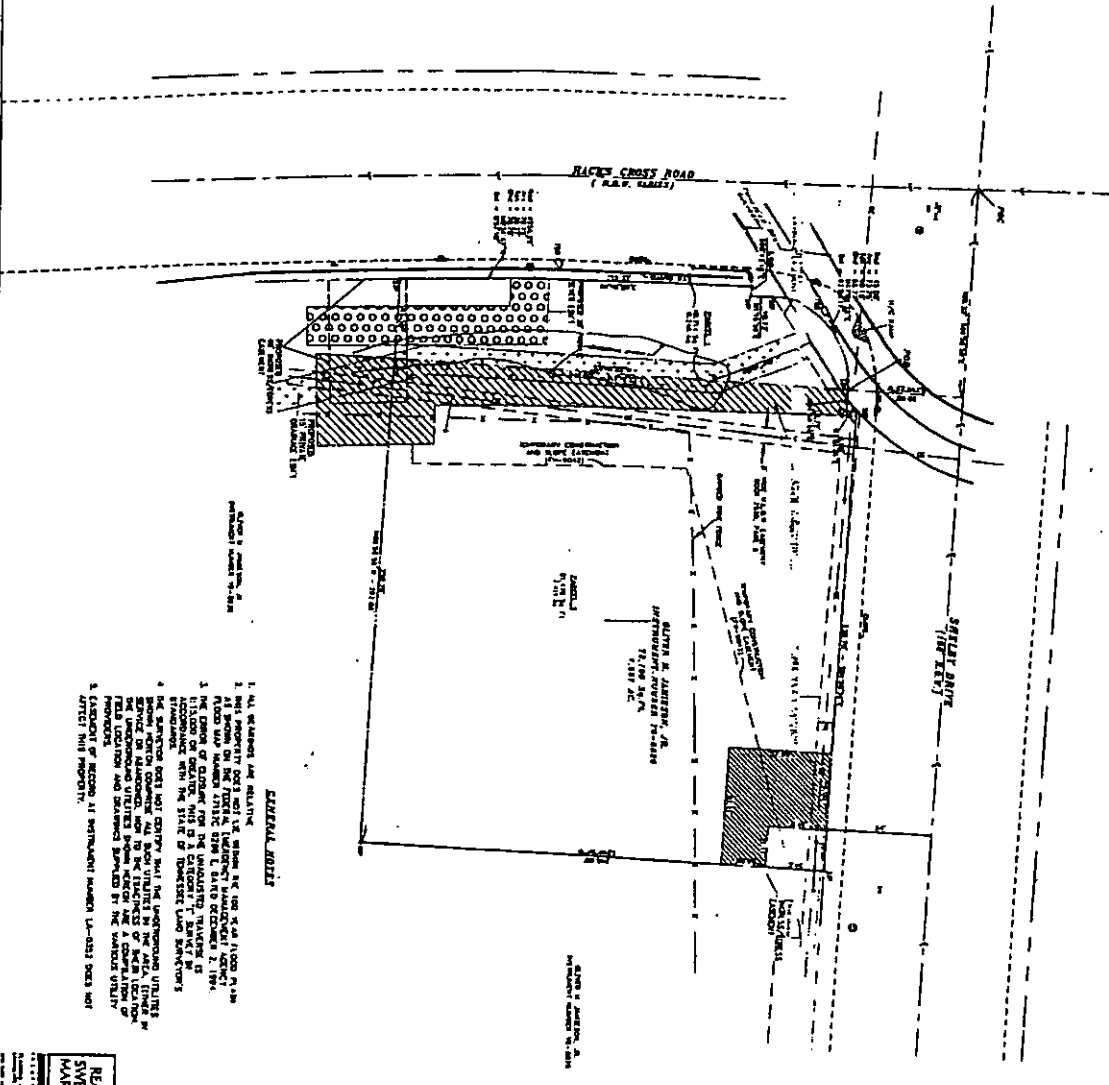
Parcel A

EXHIBIT F

FILE INFORMATION	
NO.	247
REVISION DESCRIPTION	
1-11-01	Revised to show the correct easement owner



- LEGEND
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REAR VIEW
SHELBY DRIVE
MARKER



PROJECT: OLIVER M. JAMISON, JR.
DATE: 11-30-01
DRAWN BY: JMS
CHECKED BY: JMS
SCALE: 1"=20'

TO: THE SHELBY COUNTY REGISTER OF DEEDS
FROM: OLIVER M. JAMISON, JR.
SUBJECT: EASEMENT

THIS EASEMENT IS GRANTED TO THE SHELBY COUNTY REGISTER OF DEEDS FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS OF THE SHELBY COUNTY REGISTER OF DEEDS.

THE EASEMENT IS GRANTED TO THE SHELBY COUNTY REGISTER OF DEEDS FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS OF THE SHELBY COUNTY REGISTER OF DEEDS.

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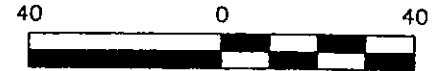
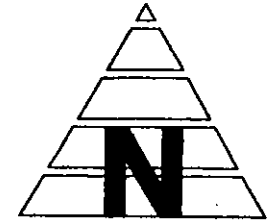
THE EASEMENT IS GRANTED TO THE SHELBY COUNTY REGISTER OF DEEDS FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS OF THE SHELBY COUNTY REGISTER OF DEEDS.

THE EASEMENT IS GRANTED TO THE SHELBY COUNTY REGISTER OF DEEDS FOR THE PURPOSE OF RECORDING THE SAME IN THE PUBLIC RECORDS OF THE SHELBY COUNTY REGISTER OF DEEDS.

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6/7/30/02

EXHIBIT G



GRAPHIC SCALE IN FEET

SCALE: 1"=40'

HACKS CROSS ROAD
(R.O.W. VARIES)

Rad = 45.00'
Arc = 73.75'
Tan = 49.18'
Chd = 65.77'
Del = 93°54'17"

5.00'
N88°43'10"W
SIP
10.73'
S1°16'50"W
SIP

Rad = 4254.29'
Arc = 70.75'
Tan = 35.31'
Chd = 70.75'
Del = 0°57'10"

PROPOSED 20' PRIVATE
SEWER ESMTPROPOSED
40' INGRESS/EGRESS
EASEMENTSHELBY DRIVE
(108' R.O.W.)

DESCRIPTION OF PROPOSED 15' PRIVATE DRAINAGE EASEMENT

BEING PART OF THE OLIVER M. JAMIESON, JR. PROPERTY AS RECORDED IN INSTRUMENT NUMBER Y6-8826 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SHELBY DRIVE (108' ROW) AND HACKS CROSS ROAD (ROW VARIES); THENCE ALONG THE CENTERLINE OF SAID SHELBY DRIVE, S86°58'54"E A DISTANCE OF 108.33 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, S3°19'23"W A DISTANCE OF 59.00 FEET TO A SET IRON PIN ON THE SOUTH LINE OF SAID SHELBY DRIVE; THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, AN ARC LENGTH OF 73.75 FEET (CHORD S47°06'32"W - 65.77 FEET) TO A SET IRON PIN ON THE EAST LINE OF SAID HACKS CROSS ROAD; THENCE ALONG SAID EAST LINE, S1°16'50"W A DISTANCE OF 10.73 FEET TO A SET IRON PIN; THENCE N88°43'10"W A DISTANCE OF 5.00 FEET TO A SET IRON PIN; THENCE S1°16'50"W A DISTANCE OF 112.33 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 4254.29 FEET, AN ARC LENGTH OF 70.75 FEET (CHORD S0°34'41"E - 70.75 FEET) TO A SET IRON PIN; THENCE LEAVING SAID EAST LINE, S86°58'54"E A DISTANCE OF 38.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S86°58'54"E A DISTANCE OF 15.73 FEET TO A POINT; THENCE S14°29'45"E A DISTANCE OF 60.50 FEET TO A POINT; THENCE S75°30'15"W A DISTANCE OF 15.00 FEET TO A POINT; THENCE N14°29'45"W A DISTANCE OF 65.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 943 SQUARE FEET OR 0.022 ACRES.

EXHIBIT DRAWING
FOR PROPOSED 15'
PRIVATE DRAINAGE
EASEMENT

AUGUST 21, 2001

REAVES
SWEENEY
MARCOM

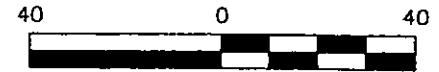
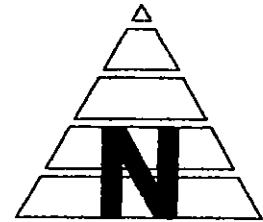
INCORPORATED

PLANNING • ENGINEERING
LANDSCAPE ARCHITECTURE

5118 PARK AVENUE SUITE 400
MEMPHIS, TENNESSEE 38117
901-781-2016/FAX: 901-783-2847

Emg 7/30/02

EXHIBIT H



GRAPHIC SCALE IN FEET

SCALE: 1"=40'

DESCRIPTION OF PROPOSED 20' PRIVATE SEWER EASEMENT

BEING PART OF THE OLIVER M. JAMIESON, JR. PROPERTY AS RECORDED IN INSTRUMENT NUMBER Y6-8826 AT THE SHELBY COUNTY REGISTER'S OFFICE, LOCATED IN MEMPHIS, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SHELBY DRIVE (108' ROW) AND HACKS CROSS ROAD (ROW VARIES); THENCE ALONG THE CENTERLINE OF SAID SHELBY DRIVE, S86°58'54"E A DISTANCE OF 108.33 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, S3°19'23"W A DISTANCE OF 59.00 FEET TO A SET IRON PIN ON THE SOUTH LINE OF SAID SHELBY DRIVE; THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, AN ARC LENGTH OF 73.75 FEET (CHORD S47°06'32"W - 65.77 FEET) TO A SET IRON PIN ON THE EAST LINE OF SAID HACKS CROSS ROAD; THENCE ALONG SAID EAST LINE, S1°16'50"W A DISTANCE OF 10.73 FEET TO A SET IRON PIN; THENCE N88°43'10"W A DISTANCE OF 5.00 FEET TO A SET IRON PIN; THENCE S1°16'50"W A DISTANCE OF 112.33 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 4254.24 FEET, AN ARC LENGTH OF 70.75 FEET (CHORD S0°34'47"E - 70.75 FEET) TO A SET IRON PIN; THENCE LEAVING SAID EAST LINE, S86°58'54"E A DISTANCE OF 14.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S86°58'54"E A DISTANCE OF 20.04 FEET TO A POINT; THENCE S0°43'10"E A DISTANCE OF 45.55 FEET TO A POINT; THENCE S89°16'50"W A DISTANCE OF 20.00 FEET TO A POINT; THENCE N0°43'10"W A DISTANCE OF 46.85 FEET TO THE POINT OF BEGINNING AND CONTAINING 924 SQUARE FEET OR 0.021 ACRES.

EXHIBIT DRAWING FOR
PROPOSED 20'
PRIVATE SEWER
EASEMENT

AUGUST 21, 2001

**REAVES
SWEENEY
MARCOM**

INCORPORATED

PLANNING • ENGINEERING
LANDSCAPE ARCHITECTURE

5118 PARK AVENUE SUITE 400
MEMPHIS, TENNESSEE 38117
901-761-2016/FAX: 901-763-2847

PMJ 7/30/02

HACKS CROSS ROAD
(R.O.W. VARIES)

Rad = 4254.24'
Arc = 70.75'
Tan = 35.37'
Chd = 70.75'
Del = 0°57'10"

Rad = 45.00'
Arc = 73.75'
Tan = 48.18'
Chd = 65.77'
Del = 43°28'17"

5.00'
N88°43'10"W
SIP
SIP
SIP
SIP
10.73'
S1°16'50"W

PROPOSED 20' PRIVATE
SEWER ESMT

POB
SIP
14.23'
20.04'
S86°58'54"E

46.85'
N0°43'10"W
20.00'
S89°16'50"W

PROPOSED
40' INGRESS/EGRESS
EASEMENT

924 Sq Ft
0.021 Ac

PROPOSED
15' PRIVATE
DRAINAGE ESMT