

**3.9± Acres Zoned C-1 in the City of Madison,
MS (Mannsdale Park - Lot 3)**

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2023 Tax Bill



Physical Address:	MANNSDALE RD	Mailing Address:	118 16TH AVE S
City:		City:	NASHVILLE
State:	MS	State:	TN
		Zip:	37203

Parcel Number: 071A-01C-002/01.00	Receipt #: 2023-31481-0	Land Owner Name: MAINLAND MCA MADISON LLC	
Legal Description: LOT 3 MANNSDALE COMMERCIAL PARK -3.9 ACD- MANNSDALE COMMERCIAL PARK		Sec-Twn_Rng: 1-7-01E	Acres: .00
		Forestry Acres: .00	
		Deed Book:	Deed Page:
		Deed Date: 00-00-0000	
District: 150	True:	Land Value: 1,019,300	Building Value: 0
BEAT 1 MADSCHL	Assessed:	152,895	0
MADISON			
		Total Value: 1,019,300	Millage Rate: .11653
		Gross Tax: 17,816.85	
		Homestead Credit Amount:	.00

<u>Tax Entities:</u>	<u>Mills:</u>	<u>Tax:</u>	<u>Drainage/Special Taxes:</u>	<u>Tax Amount:</u>
COUNTY TAX:	.03318	5,073.05		
CITY TAX:	.02880	4,403.38		
COUNTY SCHOOL TAX:	.05455	8,340.42		
			Interest:	801.76
			Publ. Cost:	3.00
			Gross Tax Amount:	17,816.85
			LESS Credit:	.00
			PLUS Spl. Tax:	.00
			Forestry Tax:	.00
			NET TAX AMOUNT:	17,816.85
			Penalties/Int.:	804.76
TOTAL:	.11653	17,816.85		

Amount Due based on date of: 8/26/2024 **Total Amount: 18,621.61**

CITY TAXES INCLUDED

Total Amount Collected: DELINQUENT

TAXES DUE: 18,621.61

*Taxes due will be considered delinquent on 2/1/2024

Approved Site Plan



Auction Sales Map



Description of C-1 Zoning from 2012 Madison Zoning Ordinance



for a Planned Unit Development and the first phase will only contain 5 acres, the developer must reserve a total of at least 10 acres for the entire subdivision, which may include the 1.25 acres reserved for the first part.

- .6 Performance Bond Required: Prior to the sale of any lot in a Planned Unit Development, the developer shall post with the City a performance bond of sufficient surety to insure the completion of all proposed open space improvements (where applicable). The Director of Public Works and the City Engineer in conjunction with the developer shall determine the amount of the performance bond after reviewing the construction plans for all improvements.
- .7 Areas Not Dedicated to the City of Madison: Authority granted by the City of Madison for the development of a PUD shall not be construed as nor constitute an obligation on the part of Madison either for maintenance or liability in the operation and use of common open space and recreational facilities located in the PUD.
 - At the time the final subdivision plat is submitted for a PUD, the developer shall submit with his application for final plat approval a legal instrument or instruments which state that the responsibility for liability insurance, taxes and maintenance of open space and other common facilities shall rest with the owners of the several lots or parcels of land located within the PUD. In order to insure the integrity of the open space so that it will remain genuinely open, the legal instrument(s) shall specify that the open space restrictions are permanent, not just for a period of years.

Article XVI. **Business Office Park District (C-1)**



Section 16.01 Purpose of This District

The purpose of this district is to provide relatively quiet, attractive, and spacious areas for the development of non-retail restricted commercial uses that do not generate substantial volumes of vehicular traffic (i.e., generally, not more than approximately 70 average daily trips per 1,000 square feet of Gross Floor Area according to the National Cooperative Highway Research Program Report #187 or the latest edition of the Institute of Transportation Engineers manual entitled Trip Generation.) This district is intended to encourage high quality office park development and to serve as a transition zone between residential uses and higher intensity commercial uses. These districts are appropriate for the fringes of retail districts.

Section 16.02 Land Uses Permitted

The following uses are permitted outright in C-1 districts subject to the regulations prescribed herein:

- (a) Business and professional offices of all types, including medical facilities and corporate headquarters.
- (b) Personal services such as hair styling shops and photographic portrait studios.
- (c) Business-related retail and service establishments not to exceed 25% of the leasable area of any office building or not to exceed 10,000 square feet if freestanding. Permitted uses include, but are not limited to, office supply stores, office equipment dealers, telecommunication equipment sales and service companies, computer stores and services, blueprint and copy services, graphics supply and equipment dealers; private employment agencies; travel agencies; medical facilities; emergency health care clinics; child care facilities; and totally enclosed health club facilities.
- (d) Instructional services such as studios for the teaching of fine arts, photography, music, drama and dance; business and stenographics schools; barber and beauty schools; and similar facilities.
- (e) Restaurants, cafeterias, delicatessens, coffee shops and carry-out food establishments if located within an office building.
- (f) Educational and technical training facilities of all types except for those which require outdoor space and/or industrial type structures or those that involve trucking or similarly sized equipment; included are conference center facilities.
- (g) Privately-owned and operated museums, libraries, galleries, and similar facilities. (NOTE: Public or quasi-public facilities of this nature are permitted in ANY district as special exceptions).
- (h) Residential facilities (e.g., care-taker residences) and ancillary uses commonly

associated with any permitted use.

- (i) Public streets and highways.

Section 16.03 Conditional Uses and Structures as Provided Under Section [28.06](#)

- (a) Public or quasi-public facilities and utilities in compliance with Section [5.03](#) and other regulations of this Ordinance.
- (b) Railroads and railroad spur tracks.
- (c) Outside playgrounds or teaching facilities for educational uses.

Section 16.04 Dimensional Requirements

- .1 Maximum Building Height: 35 feet.
- .2 Minimum Lot Area: No minimum lot area is required.
- .3 Minimum Lot Width: No minimum lot width is required.
- .4 Minimum Yards:
 - (a) Front yard: 40 feet. The first twenty (20) feet inside this front yard setback (adjacent to the street right-of-way line) shall remain open except for entrance/exit driveways and shall be landscaped in accordance with the Landscape Ordinance of the City of Madison, Mississippi; no parking shall be permitted in driveways within the first twenty (20) feet of the front yard setback.
 - (b) Side yards where NOT abutting a residential district or Agricultural (A-1) district: fifteen (15) feet; the first five (5) feet inside this side yard setback (adjacent to the property line) shall be landscaped in accordance with the Landscape Ordinance of the City of Madison, Mississippi. The remainder of the side yard (between the landscaped five feet and the structure) may be used for driveways, parking, or other paved areas.
 - (c) Rear yards where NOT abutting a residential district or Agricultural (A-1) district: twenty (20) feet; the first five (5) feet inside this rear yard setback (adjacent to the property line) shall be landscaped in accordance with the Landscape Ordinance of the City of Madison, Mississippi. The remainder of the rear yard (between the landscaped five feet and the structure) may be used for driveways, parking, or other paved areas.
 - (d) Side yards and rear yards where abutting ANY residential district or Agricultural (A-1)

district: 50 feet, which shall remain open and be landscaped in accordance with the Landscape Ordinance of the City of Madison, Mississippi; OR 20 feet, which shall remain open and be landscaped in accordance with the Landscape Ordinance of the City of Madison, Mississippi AND a fence approved by the Zoning Administrator along side or rear yards abutting such residential district. All side or rear yards shall be landscaped open area with no encroachments permitted including driveways, parking lots, or other paved areas.

- .5 Minimum Space between Buildings on the Same Lot: 30 feet. No more than two-thirds (66 2/3%) of the space between such buildings shall be paved; the remaining area shall be landscaped in accordance with the Landscape Ordinance of the City of Madison, Mississippi.
- .6 Minimum Green Space: Each lot shall have a minimum of 25 percent green space maintained by the property owner.

Section 16.05 Site Plan Required

A site plan shall be submitted to the Planning Commission in accordance with Sections [28.09](#) and [28.10](#) of this Ordinance.

Section 16.06 Required Landscaping Along Arterial Streets

See Section [5.05](#) of this Ordinance regarding the provision of landscaping along arterial streets.

Section 16.07 Required Off-Street Parking, Loading and Access Control

See [Article XXVI](#) for off-street parking, loading and access control requirements.

Section 16.08 Signs

See Sign Ordinance of the City of Madison, Mississippi.

Article XVII. Old Madison Station District (O-M)

Section 17.01 Purpose of This District

In accordance with the adopted Goals and Objectives Element of a Comprehensive Plan for the City of Madison, an "Old Madison Station District" ("O-M") is hereby created to promote

Form of Agreement of Purchase and Sale - Madison, MS



AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is dated for reference on November 20, 2024

BETWEEN:

Mainland MCA Madison, LLC
1905 Acklen Ave.
Nashville, TN 37212
mhart@mainlandcompanies.com
(the "Seller")

AND

[Purchaser.FirstName] [Purchaser.LastName]
[Purchaser.StreetAddress]
[Purchaser.City], [Purchaser.State] [Purchaser.PostalCode]
[Purchaser.Phone]
[Purchaser.Email]
(the "Purchaser").

1. AGREEMENT TO PURCHASE: The Purchaser agrees to purchase from the Seller the property (the "Property") legally described on Exhibit A hereto, together with all buildings, improvements, and appurtenances thereon, on the following terms and conditions:
 1. HIGH BID PRICE: \$[High Bid Price]
 2. 8% BUYER'S PREMIUM: \$[Buyer's Premium Amount]
 3. PURCHASE PRICE: \$[Purchase Price]
 4. The Purchase Price shall be paid as follows:
 1. Deposit: Concurrently with the execution and delivery of this Agreement, the Purchaser shall pay to Chicago Title Insurance Company (the "Title Company"), as Escrow Agent, an earnest money deposit (the "Deposit") of 15% of the Purchase Price, in the amount of \$[Deposit Amount]. The Deposit shall be non-refundable except as provided in Section 9 of this Agreement.
 2. Balance of Purchase Price: The balance of the Purchase Price, plus or minus prorations as set forth below, shall be paid by the Purchaser at Closing (as defined below) by wire transfer or cashier's check, payable to the Title Company, as Escrow Agent.



3. The Purchaser acknowledges and agrees that its obligations under this Agreement are not contingent or conditioned upon the Purchaser obtaining financing from any lender.
2. CLOSING: The closing (the "Closing") of the purchase shall occur on or before 4:00 pm, local time, on December 20, 2024. The Closing shall occur at the offices of the Title Company. At Closing, the Seller shall deliver to the Purchaser a warranty deed in recordable form conveying fee simple title to the Property free and clear of all liens, subject to such permitted encumbrances and exceptions to title set out in the Title Commitment.
3. POSSESSION: The Purchaser will receive possession at closing.
4. CLOSING COSTS:
 1. The Seller shall pay the following closing costs:
 1. Costs to search the title and prepare the title commitment;
 2. Costs to prepare the deed;
 3. 50% of the closing agent's cost to close the sale; and
 4. Any legal counsel retained by Seller in connection with the conveyance of the Property.
 2. The Purchaser shall pay the following costs:
 1. The cost of the standard owner's ALTA title policy, if Purchaser chooses to have a title policy issued;
 2. Any special endorsements to the title policy;
 3. Any costs associated with title insurance issued in favor of Purchaser's lenders, if any;
 4. All costs arising from or relating to any loan sought by Purchaser to finance the conveyance;
 5. All recording costs, transfer taxes and mortgage taxes arising from the deed, deed of trust and any other financing documents required by Purchaser's lenders, if any;
 6. 50% of the closing agent's cost to close the sale; and
 7. Any legal counsel retained by Purchaser in connection with the conveyance of the Property.
5. PRORATIONS / TAXES: Taxes for the year of closing will be prorated between the parties, and Seller will be responsible for any delinquent taxes. If the tax assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year.
6. NO NEW SURVEY: The Property shall be conveyed according to the existing legal description.

7. TITLE: Seller will provide Purchaser with a Title Commitment issued by a reputable title insurance company selected by Seller, and Purchaser hereby agrees to accept title to the Property subject to:
 1. all standard exclusions and printed exceptions set forth in the Title Commitment,
 2. liens for taxes not yet due and payable,
 3. easements for public utilities affecting the Property
 4. all other easements or claims to easements, covenants, restrictions, and rights-of-way affecting the Property,
 5. rights and claims of parties in possession and
 6. all permitted title exceptions referenced in the Title Commitment.
 7. All applicable zoning ordinances and other land use laws and regulations shall be deemed as permitted title exceptions.
8. CONDITION OF THE PROPERTY: The purchaser shall accept the Property in an “as-is” condition as of the Closing Date, and purchaser specifically agrees that the Seller has not and does not make any representations or warranties of any kind whatsoever, express or implied, to the purchaser regarding the Property OR ANY IMPROVEMENTS THEREON INCLUDING, WITHOUT LIMITATION, ANY ZONING RESTRICTIONS, THE DIMENSION OR ACREAGE OF THE PROPERTY OR IMPROVEMENTS, any aspect of the condition of the Property or improvements or the fitness of the Property or improvements for any intended or particular use, any and all such representations or warranties, express or implied, being hereby expressly waived by the purchaser and disclaimed by the Seller. The Purchaser represents and warrants to the Seller that the Buyer has not been induced to execute this Agreement by any act, statement or representation of the Seller or its agents, employees or representatives. The Purchaser acknowledges and agrees that it is the Purchaser’s responsibility to make such legal, factual and other inquiries and investigations as the Purchaser considers necessary with respect to the Property, and the Purchaser hereby represents and warrants that they have executed this Agreement based solely on their own independent due diligence and investigation, and not in reliance upon any information provided by the Seller or McLemore Auction Company, LLC or their agents, employees, or representatives.
9. BREACH OF CONTRACT BY SELLER: If the Seller defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason thereof, the Purchaser may terminate this Agreement and shall be entitled to the return of the Deposit, or seek specific performance of this Agreement.
10. BREACH OF CONTRACT BY PURCHASER: If the Purchaser defaults in the performance of any of its obligations hereunder and Closing fails to occur by reason

thereof, the Deposit shall be forfeited to the Seller and McLemore Auction Company, LLC.

11. AUCTIONEER'S AGENCY DISCLOSURE: The Purchaser acknowledges that McLemore Auction Company, LLC, the auctioneer of the Property, is acting as a single agent representing the Seller exclusively in this transaction and is not acting as a subagent, a buyer's agent, a facilitator or a limited consensual dual agent in connection with this transaction.
12. OTHER:
 1. Time: Time is of the essence hereof.
 2. Counterparts: This Agreement may be executed in any number of original counterparts, with the same effect as if all the parties had signed the same document, and will become effective when one or more counterparts have been signed by all of the parties and delivered to each of the other parties. All counterparts will be construed together and evidence only one agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first above written.
 3. Electronic Execution: This Agreement may be executed by the parties and transmitted by fax, email, Internet and/or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had executed and delivered an original Agreement.
 3. Notices: All notices under this Agreement shall be deemed delivered when personally delivered or sent by registered mail or courier service to the address of either party as set forth on page 1 above.
 4. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors, administrators, executors and permitted assigns.
 5. Choice of Law: This Agreement shall be interpreted according to the laws of the state in which the Property is located.
 6. Enforcement Costs: In the event it becomes necessary for the Seller, the Purchaser or McLemore Auction Company, LLC to enforce this Agreement through litigation, the prevailing party shall be entitled to recover all of its costs of enforcement, to include attorneys' fees, court costs, costs of discovery and costs of all appeals.
 7. Entire Agreement: This Agreement constitutes the entire agreement between the Purchaser and the Seller, and all prior agreements and understandings, whether written or oral, are merged herein.
 8. Conveyance Instructions: The Property shall be conveyed to the Purchaser and the Purchaser hereby directs Seller to execute and deliver the deed to the



Purchaser.

1. The above notwithstanding, the Purchaser may direct the Seller to execute and deliver the deed to an alternative party (the “Deed Grantee”) by notifying the Title Company a minimum of 3 business days before the Closing. If the Deed Grantee is different than the party executing this Contract as Purchaser, then:
 1. if requested by Seller, Purchaser will, before Closing, execute and deliver an appropriate instrument prepared or approved by Seller assigning Purchaser’s rights to acquire the Property to the Deed Grantee; and
 2. the Purchaser shall nevertheless be bound by all of the terms of the Contract unless Seller hereafter agrees in writing to release Purchaser from this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SELLER:

Mainland MCA Madison, LLC by Marshall Hart

PURCHASER:

[Purchaser.FirstName] [Purchaser.LastName]

Exhibit A: Description of Property

LEGAL DESCRIPTION

A PARCEL OF GROUND TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS
LOCATED THEREON IN THE SOUTH HALF OF SECTION 1, T7N-R1E, MADISON
COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID SECTION 1;

THENCE SOUTH A DISTANCE OF 5,046.80 FEET TO A POINT;

THENCE WEST A DISTANCE OF 2,652.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MS HIGHWAY 463, COMMON TO THE SOUTHEAST CORNER OF LOT 1 (BOOK 2439, PAGE 604);

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 52 DEGREES 53 MINUTES 54 SECONDS WEST A DISTANCE OF 560.57 FEET TO A 1/2" IRON ROD FOUND;

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 86 DEGREES 01 MINUTES 53 SECONDS WEST A DISTANCE OF 39.53 FEET TO A POINT COMMON TO THE SOUTHEAST CORNER OF LOT 5 (BOOK 2402, PAGE 230);

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 52 DEGREES 10 MINUTES 35 SECONDS WEST A DISTANCE OF 275.89 FEET TO A 1/2" IRON ROD SET, ALSO KNOWN AS THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE OF MS HIGHWAY 463 NORTH 52 DEGREES 10 MINUTES 35 SECONDS WEST A DISTANCE OF 46.96 FEET TO A 1/2" IRON ROD FOUND;

THENCE LEAVING SAID RIGHT OF WAY NORTH 00 DEGREES 01 MINUTES 43 SECONDS WEST A DISTANCE OF 588.19 FEET TO A 1/2" IRON ROD FOUND;

THENCE SOUTH 81 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 371.20 FEET TO A 1/2" IRON ROD SET;

THENCE SOUTH 05 DEGREES 51 MINUTES 52 SECONDS WEST A DISTANCE OF 290.53 FEET TO A 1/2" IRON ROD SET;

THENCE SOUTH 01 DEGREES 02 MINUTES 39 SECONDS EAST A DISTANCE OF 115.58 FEET TO A 1/2" IRON ROD SET ON THE NORTHERN RIGHT OF WAY LINE OF MANNSDALE PARK DRIVE;

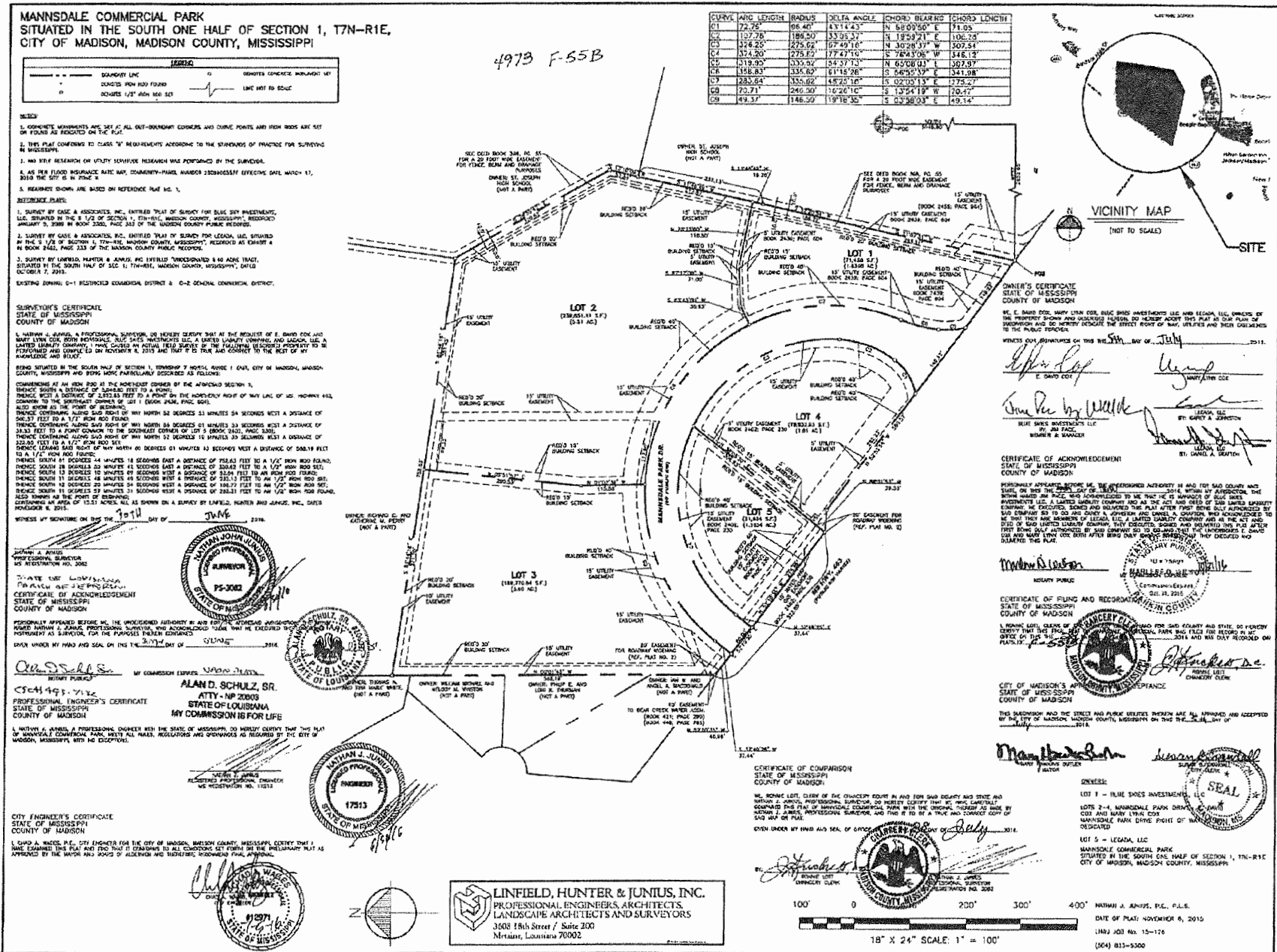
THENCE ALONG SAID RIGHT OF WAY IN A CURVE TO THE LEFT HAVING A RADIUS OF 335.62 FEET AND AN ARC LENGTH OF 319.95 FEET, CHORD OF SAID CURVE BEARING SOUTH 65 DEGREES 08 MINUTES 03 SECONDS WEST A DISTANCE OF 307.97 FEET TO A 1/2" IRON ROD SET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 37 DEGREES 49 MINUTES 25 SECONDS WEST A DISTANCE OF 37.44 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 169,770.84 SQUARE FEET (3.90 ACRES).

BEING THE SAME PROPERTY IDENTIFIED AS "LOT 3" IN THAT CERTAIN FINAL PLAT OF MANNSDALE COMMERCIAL PARK RECORDED ON JULY 28, 2016, IN THE RECORDS OF THE MADISON COUNTY CHANCERY CLERK'S OFFICE, IN PLAT BOOK 4973 AT PAGE F-55B.

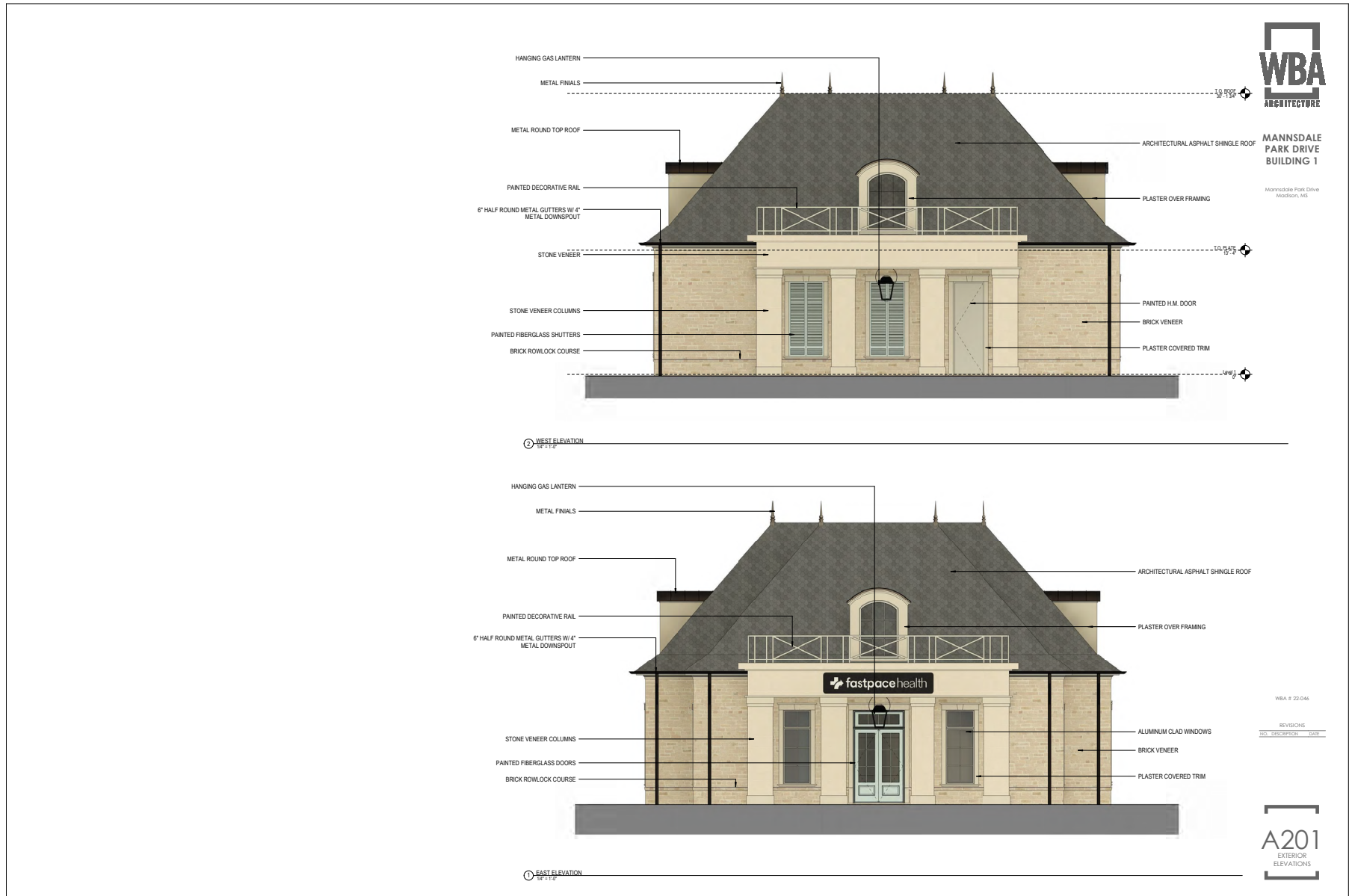
Plat Book F, Page 55B



Rendering of Approved Site Plan



Rendering of Buildings Under Approved Site Plan



Rendering of Buildings Under Approved Site Plan





MANNSDALE
PARK DRIVE
BUILDING 1

Mannsdales Park Drive
Madison, MS

WBA # 22-046

REVISIONS
NO. DESCRIPTION DATE

A203
EXTERIOR
RENDERINGS



MANNSDALE
PARK DRIVE
BUILDING 1

Mannsdale Park Drive
Madison, MS

WBA # 22-046

NO.	REVISIONS	DATE





MANNSDALE
PARK DRIVE
BUILDING 1

Mannsdale Park Drive
Madison, MS

WBA # 22.046

REVISIONS
NO. DESCRIPTION DATE

A204
EXTERIOR
RENDERINGS

Rendering of Buildings Under Approved Site Plan

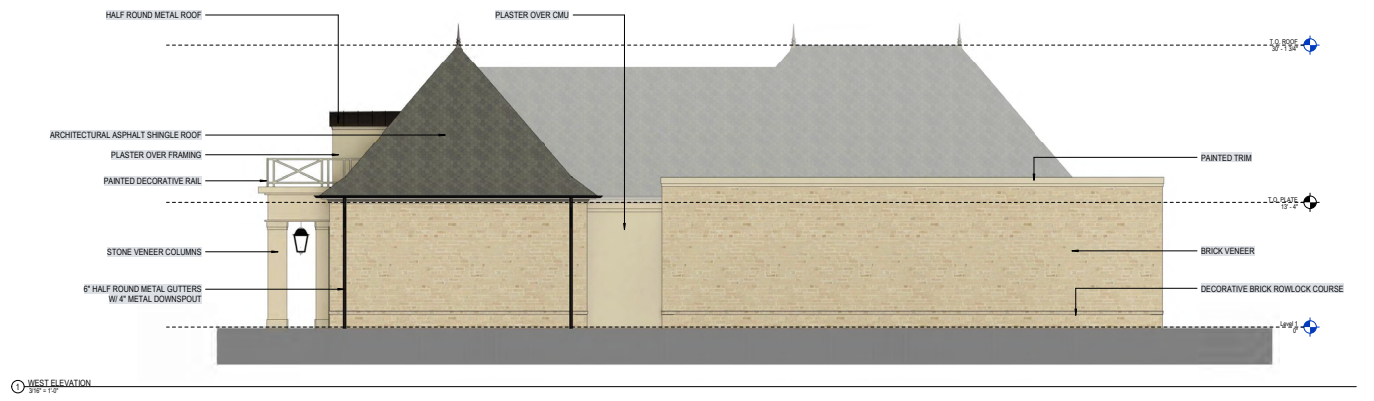
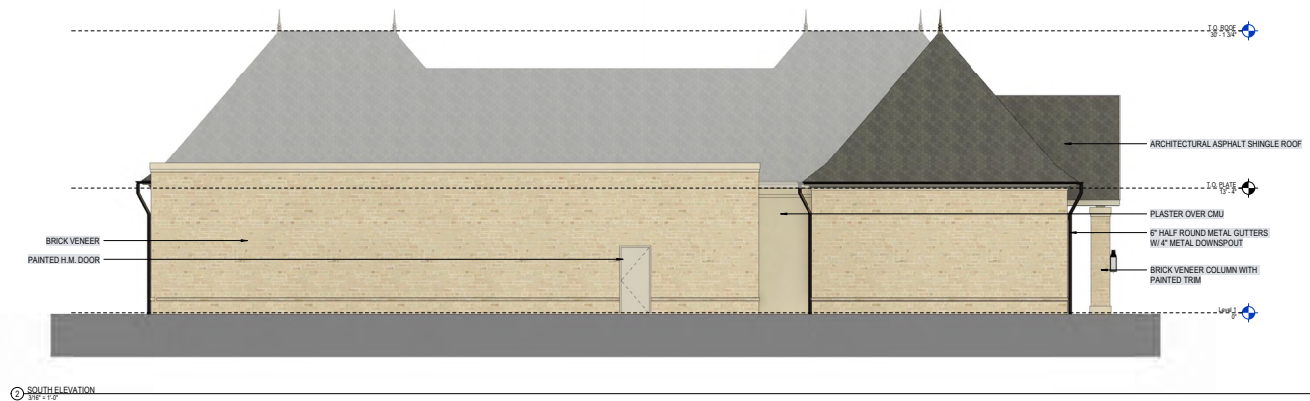


Rendering of Buildings Under Approved Site Plan



MANNSDALE
PARK DRIVE
BUILDING 2

Mannsdales Park Drive
Madison, MS



WBA # 22-046

REVISIONS		
NO.	DESCRIPTION	DATE

A202
EXTERIOR
ELEVATIONS





MANNSDALE
PARK DRIVE
BUILDING 2

Mannsdales Park Drive
Madison, MS



WBA # 22046

NO.	DESCRIPTION	DATE

A203
EXTERIOR
RENDERINGS



MANNSDALE
PARK DRIVE
BUILDING 2

Mannsdales Park Drive
Madison, MS



WBA # 22.046

NO.	REVISIONS	DATE

A204
EXTERIOR
RENDERINGS

Rendering of Buildings Under Approved Site Plan



Rendering of Buildings Under Approved Site Plan





MANNSDALE
PARK DRIVE
BUILDING 3

Mannsdale Park Drive
Madison, MS



WBA # 22-046

REVISIONS		
NO.	DESCRIPTION	DATE

A203
EXTERIOR
RENDERINGS



MANNSDALE
PARK DRIVE
BUILDING 3

Mannsdales Park Drive
Madison, MS

WBA # 22.046

REVISIONS
NO. DESCRIPTION DATE

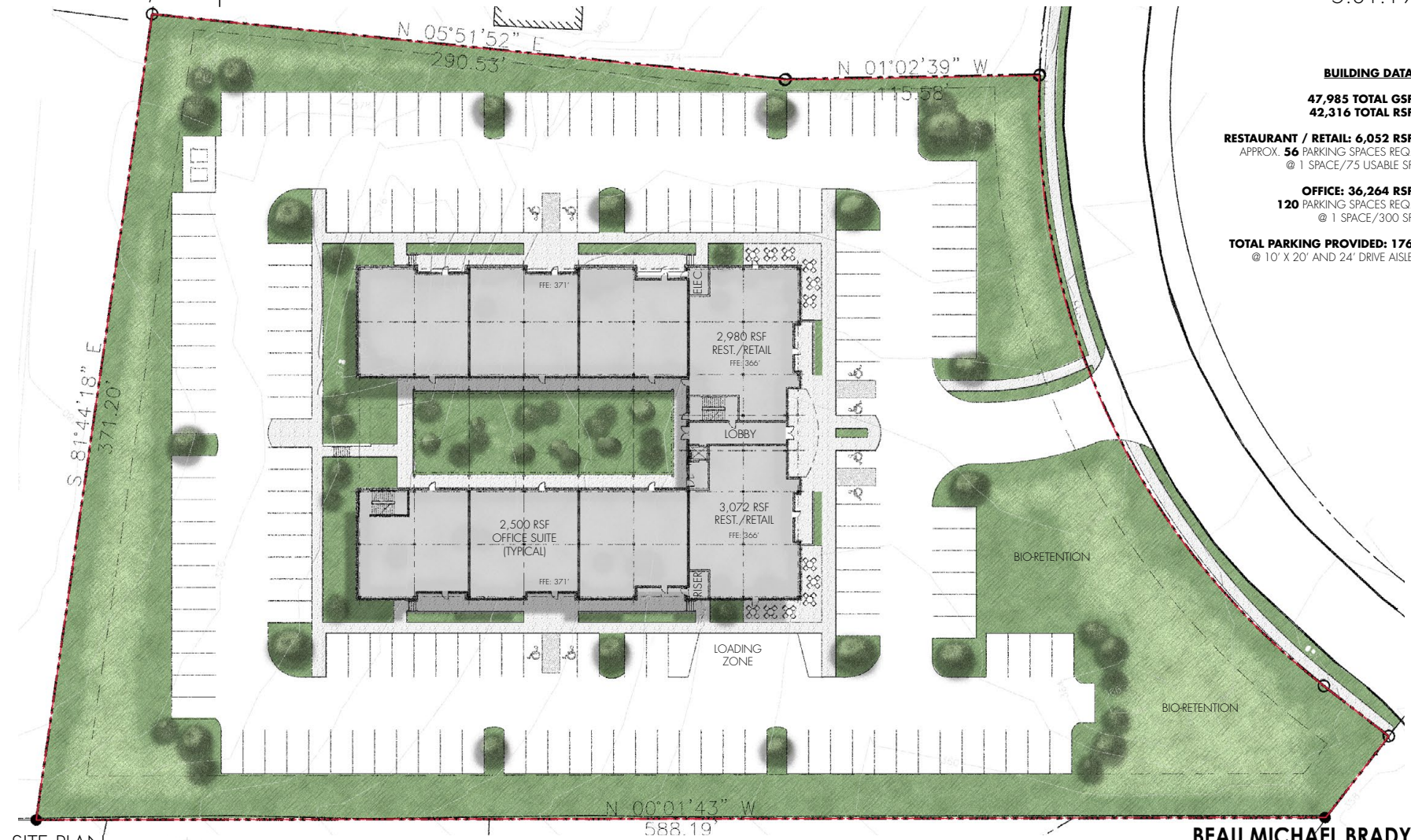
A204
EXTERIOR
RENDERINGS

Rendering of Development Concept - Not Submitted for Approval

MADISON, MS | MIXED-USE

Note: Concept Only, Not Submitted for Approval

5.31.19



BUILDING DATA
47,985 TOTAL GSF
42,316 TOTAL RSF
RESTAURANT / RETAIL: 6,052 RSF
 APPROX. 56 PARKING SPACES REQ.
 @ 1 SPACE/75 USABLE SF
OFFICE: 36,264 RSF
 120 PARKING SPACES REQ.
 @ 1 SPACE/300 SF
TOTAL PARKING PROVIDED: 176
 @ 10' X 20' AND 24' DRIVE AISLE

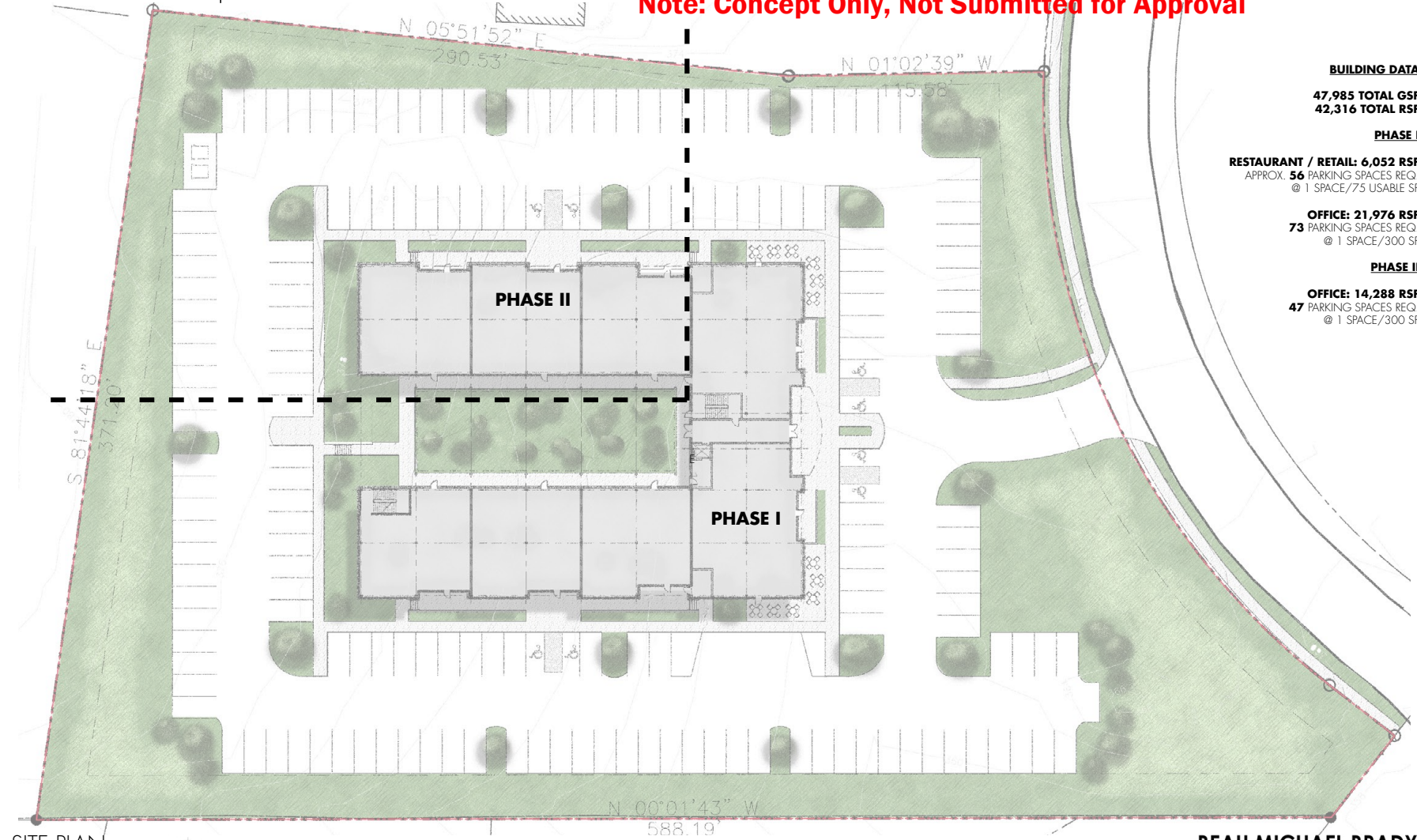
SITE PLAN
SCALE: 1:40

BEAU MICHAEL BRADY
ARCHITECT

MADISON, MS | MIXED-USE

Note: Concept Only, Not Submitted for Approval

5.31.19



BUILDING DATA

47,985 TOTAL GSF
42,316 TOTAL RSF

PHASE I

RESTAURANT / RETAIL: 6,052 RSF
APPROX. **56** PARKING SPACES REQ.
@ 1 SPACE/75 USABLE SF

OFFICE: 21,976 RSF
73 PARKING SPACES REQ.
@ 1 SPACE/300 SF

PHASE II

OFFICE: 14,288 RSF
47 PARKING SPACES REQ.
@ 1 SPACE/300 SF

SITE PLAN
SCALE: 1:40

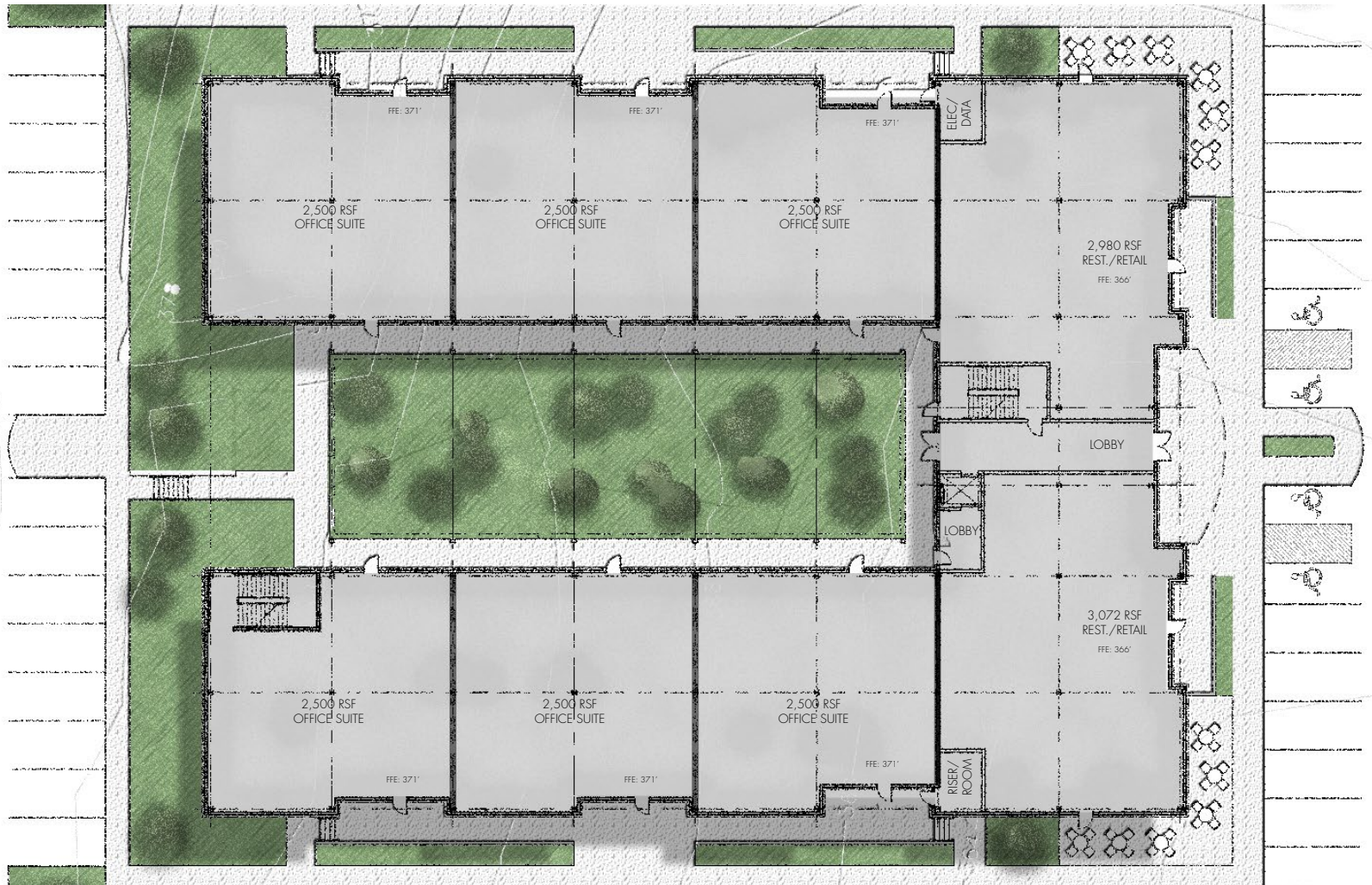


BEAU MICHAEL BRADY
ARCHITECT

MADISON, MS | MIXED-USE

Note: Concept Only, Not Submitted for Approval

5.31.19



LEVEL 1 FLOOR PLAN (22,940 GSF)
SCALE: 1:20

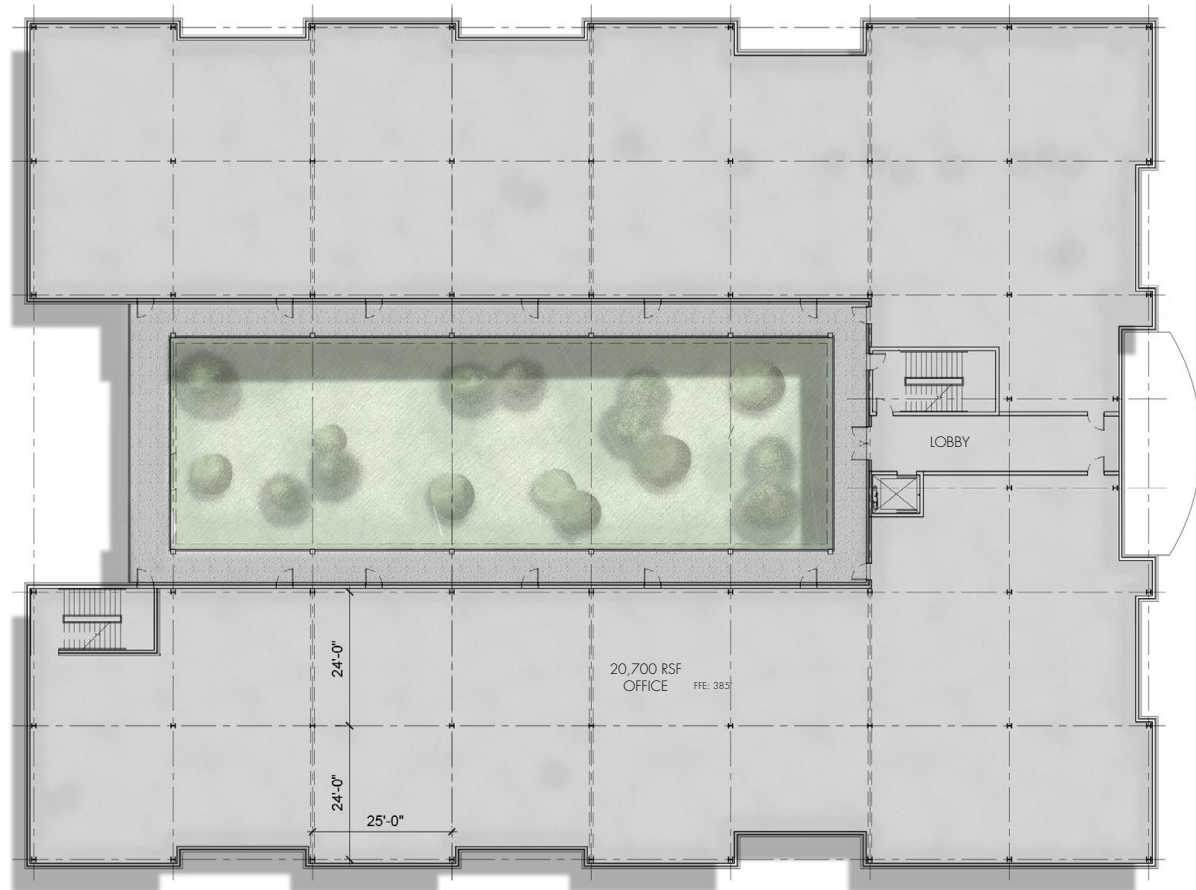


BEAU MICHAEL BRADY
ARCHITECT

MADISON, MS | MIXED-USE

Note: Concept Only, Not Submitted for Approval

5.31.19



LEVEL 2 FLOOR PLAN (25,045 GSF)
SCALE: 1:20



BEAU MICHAEL BRADY
ARCHITECT

MADISON, MS | MIXED-USE

Note: Concept Only, Not Submitted for Approval

5.31.19



① SOUTH ELEVATION
1" = 20'-0"



② EAST ELEVATION
1" = 20'-0"

BUILDING ELEVATIONS

BEAU MICHAEL BRADY
ARCHITECT

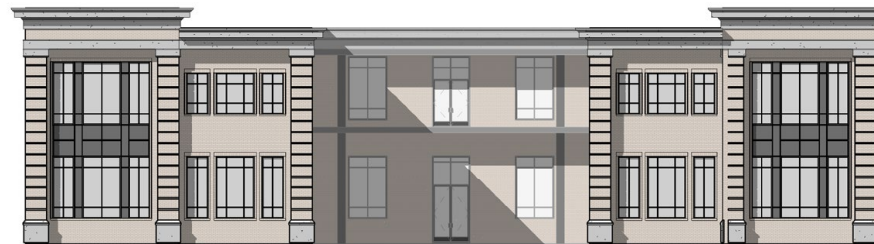
MADISON, MS | MIXED-USE

5.31.19

Note: Concept Only, Not Submitted for Approval



① WEST ELEVATION
1" = 20'-0"



② NORTH ELEVATION
1" = 20'-0"

BUILDING ELEVATIONS

BEAU MICHAEL BRADY
ARCHITECT

MADISON, MS | MIXED-USE

Note: Concept Only, Not Submitted for Approval

5.31.19



BUILDING PERSPECTIVES

BEAU MICHAEL BRADY
ARCHITECT

MADISON, MS | MIXED-USE

Note: Concept Only, Not Submitted for Approval

5.31.19



BUILDING PERSPECTIVES

BEAU MICHAEL BRADY
ARCHITECT

MADISON, MS | MIXED-USE

Note: Concept Only, Not Submitted for Approval

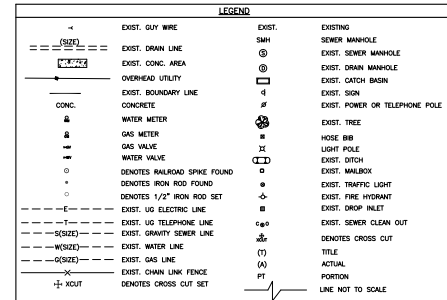
5.31.19



BUILDING PERSPECTIVES

BEAU MICHAEL BRADY
ARCHITECT

LOT 3
MANNSDALE COMMERCIAL PARK
BEING 3.90 ACRES
SITUATED IN THE SOUTH HALF OF
SEC. 1; T7N-R1E
MADISON COUNTY
MISSISSIPPI



- NOTES:
- THE LOCATIONS OF UNDERGROUNDS AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN PLOTTED BASED UPON DATA EITHER FURNISHED BY THE AGENTS CONTROLLING SUCH RECORDS AND/OR AVAILABLE TO US BY THE AGENTS CONTROLLING SUCH RECORDS, WHETHER FOUND, OR SURFACE FEATURES OF UTILITIES ARE SHOWN. THE ACTUAL NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. PLACEMENT OF SUCH RECORDS IS LIMITED TO THAT OF THE LOCATION OF ITS UNDERGROUND, NOT NEARBY TO ANY RELEASE OF SUCH RECORDS.
 - ELEVATIONS SHOWN REFER TO NAVD 83. ELEVATIONS WERE ESTABLISHED BY NGS GPS.
 - NO TITLE RESEARCH OR UTILITY SERVICE RESEARCH WAS PERFORMED BY THE SURVEYOR.
 - AS PER FLOOD INSURANCE RATE MAP, COMMUNITY-FRAME NUMBER 2808005057 EFFECTIVE DATE MARCH 17, 2010 THE SITE IS IN ZONE X.
 - THE SURVEY SHOWN HEREON IS MADE IN ACCORDANCE TO THE MINIMUM STANDARDS FOR THE PROPER BOUNDARY SURVEYS AS ADOPTED BY THE MISSISSIPPI BOARD OF PROFESSIONAL LAND SURVEYING.
 - RECORDS SHOWN ARE BASED ON REFERENCE PLAT NO. 1.

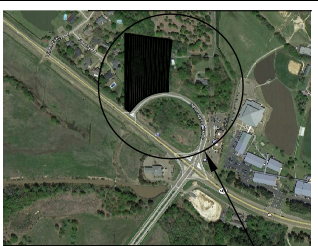
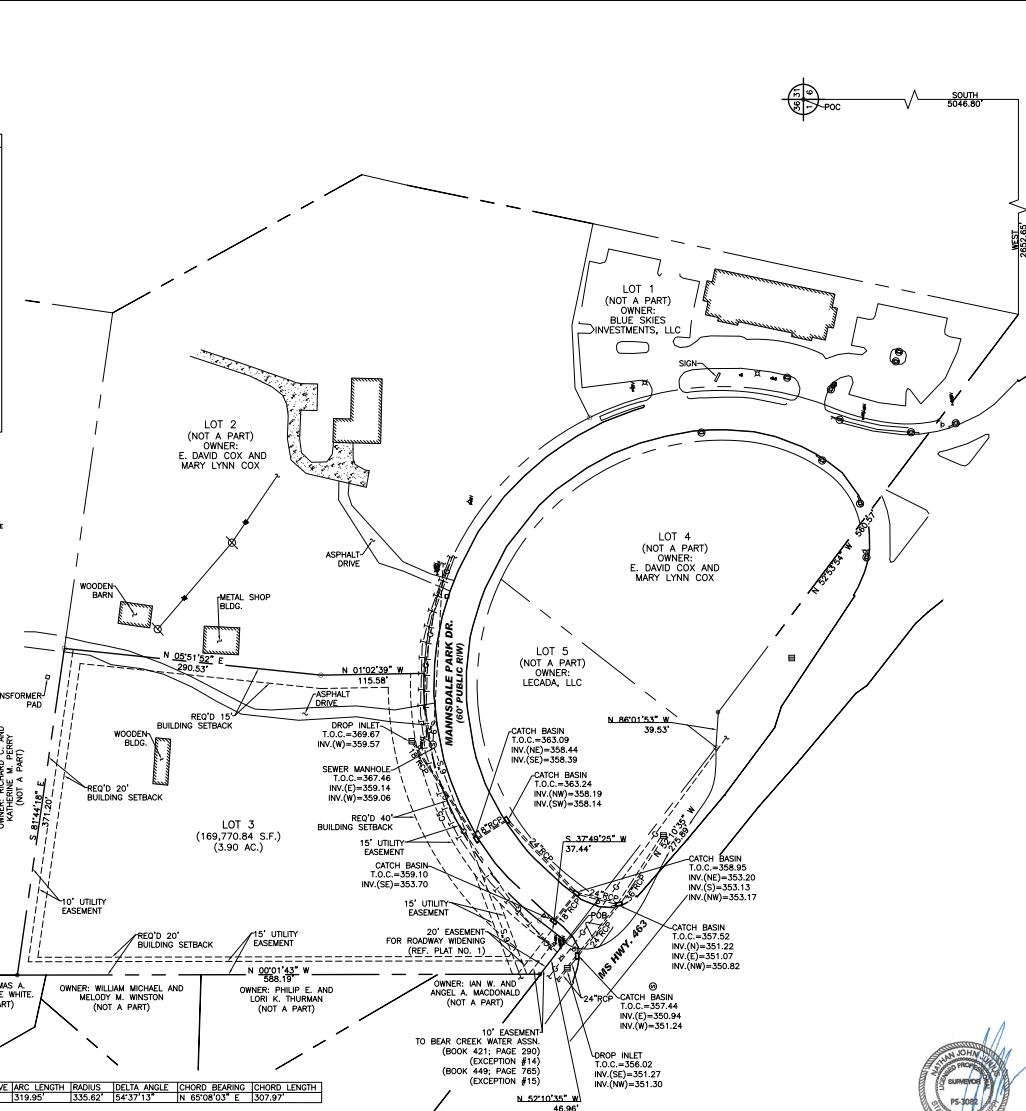
- REFERENCE PLATS:
- SURVEY BY CASE & ASSOCIATES, INC., ENTITLED "PLAT OF SURVEY FOR BLUE SKY INVESTMENTS, LLC, SITUATED IN THE S 1/2 OF SECTION 1, T7N-R1E, MADISON COUNTY, MISSISSIPPI, RECORDED JANUARY 5, 2009 IN BOOK 2360, PAGE 382 OF THE MADISON COUNTY PUBLIC RECORDS.
 - SURVEY BY CASE & ASSOCIATES, INC., ENTITLED "PLAT OF SURVEY FOR LECADA, LLC, SITUATED IN THE S 1/2 OF SECTION 1, T7N-R1E, MADISON COUNTY, MISSISSIPPI, RECORDED AS EXHIBIT A IN BOOK 2462, PAGE 233 OF THE MADISON COUNTY PUBLIC RECORDS.
 - SURVEY BY LINFELD, HUNTER & JUNIUS, INC., ENTITLED "MANNSDALE COMMERCIAL PARK, SITUATED IN THE SOUTH ONE HALF OF SECTION 1, T7N-R1E, CITY OF MADISON, MADISON COUNTY, MISSISSIPPI" DATED NOVEMBER 6, 2015, RECORDED JULY 28, 2016 UNDER 4973 F-508. TITLE COMMENCED.

THE SURVEYOR HAS RELIED UPON THE FOLLOWING EXCEPT AS SHOWN ON SCHEDULE B - SECTION 8 OF THE COMMENT FOR TITLE INSURANCE COMMITMENT NO. 20160328 MAKING AN EFFECTIVE DATE OF OCTOBER 6, 2016, ISSUED BY STEWART TITLE GUARANTY COMPANY.

- SPECIAL EXCEPTIONS:
- DIRECTLY LINES, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHED SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED HEDGED ACQUIRES FOR THE VALUE OF RECORD OF THE ESTATE OR INTEREST OR MORTGAGE HEREON COVERED BY THIS COMMENT (NOT PLOTTED).
 - STANDARD EXCEPTIONS.
 - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS (NOT PLOTTED).
 - BASEMENTS OR CLAIMS OF BASEMENTS, NOT SHOWN BY THE PUBLIC RECORDS (NOT PLOTTED).
 - ENCUMBRANCES, OVERLAPS, BOUNDARY LINE DISCREPANCIES, OR OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES, (AS SHOWN HEREON).
 - ANY LENS, OR RIGHT TO LENS, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, EMPLOYED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS (NOT PLOTTED).
 - INTEREST OR OTHER MARITAL RIGHTS OF THE SPOUSE, IF ANY, OF ANY INDIVIDUAL, INCLUDING (NOT PLOTTED).

- ANY TITLES OR RIGHTS ASSERTED BY ANYONE INCLUDING BUT NOT LIMITED TO PERSONS, CORPORATIONS, GOVERNMENTS OR OTHER ENTITIES, WHICH ARE NOT SHOWN BY THE PUBLIC RECORDS OR ATTACHED SUBSEQUENT TO THE EFFECTIVE DATE HEREOF AND NOT APPEARING IN THE PUBLIC RECORDS OR LISTED IN SCHEDULE B TO THE COMMENT ARE NOT REPRESENTED AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTEREST.
- MINERALS OF WHATEVER KIND, SUBSURFACE AND SURFACE SUBSTANCES, INCLUDING BUT NOT LIMITED TO COAL, LIGNITE, OIL, GAS, OIL SHALE, NATURAL GAS, OIL, OIL SANDS, AND OTHER SUBSTANCES, INCLUDING BUT NOT LIMITED TO THE PUBLIC RECORDS OR LISTED IN SCHEDULE B TO THE COMMENT ARE NOT REPRESENTED AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTEREST.
- MINES OR SPECIAL ASSIGNMENTS WHICH ARE NOT SHOWN AS EXISTING LINES BY THE PUBLIC RECORDS (NOT PLOTTED).
- AS WALKMEN TRAILS FOR THE YEAR 2010 AND SUBSEQUENT YEARS, WHICH ARE LENS, BUT ARE NOT YET PAID AND PAYABLE (NOT PLOTTED).
- ADVERSE CLAIMS IN WARRANTY DEED RECORDED IN BOOK 2330 AT PAGE 587, TO THE EXTENT THAT THEY MAY AFFECT SUBJECT PROPERTY, DOES NOT AFFECT PROPERTY.

- CONDEMNATION CONDITIONS AND RESTRICTIONS RECORDED IN BOOK 2330 AT PAGE 587 BOOK 2300 AT PAGE 382 AND BOOK 2434 AT PAGE 304. (DOES NOT AFFECT PROPERTY).
- RIGHT OF WAY TO SHELL PIPE LINE CORPORATION, A MAJOR COMPANY, RECORDED IN BOOK 124 AT PAGE 402, DATED OCTOBER 11, 1971, RE-FILED IN BOOK 128 AT PAGE 309A. (DOES NOT AFFECT PROPERTY).
- RIGHT OF WAY TO SHELL PIPE LINE CORPORATION, A MAJOR COMPANY, RECORDED IN BOOK 124 AT PAGE 415, DATED OCTOBER 15, 1971, RE-FILED IN BOOK 128 AT PAGE 303. (DOES NOT AFFECT PROPERTY).
- RIGHT OF WAY TO SHELL PIPE LINE CORPORATION RECORDED IN BOOK 125 AT PAGE 304, DATED DECEMBER 21, 1971. (DOES NOT AFFECT PROPERTY).
- RIGHT OF WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEMS TO ENTEX, INC. RECORDED IN BOOK 205 AT PAGE 716, ACKNOWLEDGED MAY 20, 1985. (DOES NOT AFFECT PROPERTY).
- RIGHT OF WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEMS TO ENTEX, INC. RECORDED IN BOOK 205 AT PAGE 722, ACKNOWLEDGED MAY 23, 1985. (DOES NOT AFFECT PROPERTY).
- RIGHT OF WAY AND EASEMENT DEED FOR DISTRIBUTION SYSTEMS TO ENTEX, INC. RECORDED IN BOOK 205 AT PAGE 724, ACKNOWLEDGED MAY 23, 1985. (DOES NOT AFFECT PROPERTY).
- RIGHT OF WAY TO MADISON COUNTY, MISSISSIPPI RECORDED IN BOOK 43 AT PAGE 372, DATED SEPTEMBER 1, 1948. (NOT PLOTTED).
- RELEASE OF DAMAGES CONTAINED RIGHT OF WAY TO MADISON COUNTY, MISSISSIPPI RECORDED IN BOOK 54 AT PAGE 520, DATED NOVEMBER 22, 1952. (NOT PLOTTED) (ORIGINAL HIGHWAY RIGHT OF WAY).
- RIGHT OF WAY TO BEAR CREEK WATER ASSOCIATION, RECORDED IN BOOK 421 AT PAGE 290. (AS SHOWN HEREON).
- RIGHT OF WAY TO BEAR CREEK WATER ASSOCIATION, RECORDED IN BOOK 449 AT PAGE 785. (AS SHOWN HEREON).
- RENTS AND TRUCK EASEMENT CONVEYED TO THE CHURCH DOCTORS OF JACKSON, RECORDED IN BOOK 449 AT PAGE 785. (DOES NOT AFFECT PROPERTY).
- RELEASE OF DAMAGES CONTAINED IN WARRANTY DEED TO MADISON COUNTY, MISSISSIPPI RECORDED IN BOOK 43 AT PAGE 372. (NOT PLOTTED).
- RELEASE OF DAMAGES CONTAINED IN WARRANTY DEED TO MADISON COUNTY, MISSISSIPPI RECORDED IN BOOK 48 AT PAGE 185, DATED SEPTEMBER 24, 1956. (NOT PLOTTED).
- RELEASE OF DAMAGES AND RELEASES RESTRICTIONS CONTAINED IN WARRANTY DEED TO STATE HIGHWAY COMMISSION OF MISSISSIPPI RECORDED IN BOOK 49 AT PAGE 471, DATED DECEMBER 8, 1957. (NOT PLOTTED).
- RELEASE OF DAMAGES CONTAINED IN WARRANTY DEED TO MISSISSIPPI TRANSPORTATION COMMISSION, RECORDED IN BOOK 443 AT PAGE 440, DATED APRIL 19, 1979. (NOT PLOTTED).



VICINITY MAP
(NOT TO SCALE)

METES & BOUNDS DESCRIPTION
SEE PLAT

THENCE SOUTH A DISTANCE OF 5,048.80 FEET TO A POINT;
THENCE WEST A DISTANCE OF 2,682.85 FEET TO A POINT; THE NORTHERN RIGHT OF WAY LINE OF THE HIGHWAY 483 COMMON TO THE SOUTHWEST CORNER OF LOT 6 (BOOK 2436, PAGE 545);
THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 92 DEGREES 53 MINUTES 54 SECONDS WEST A DISTANCE OF 560.57 FEET TO A 1/2" IRON ROD SET, ALSO KNOWN AS THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 92 DEGREES TO MINUTES 35 SECONDS WEST A DISTANCE OF 375.89 FEET TO A 1/2" IRON ROD SET, ALSO KNOWN AS THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE OF THE HIGHWAY 483 NORTH 93 DEGREES TO MINUTES 35 SECONDS WEST A DISTANCE OF 48.86 FEET TO A 1/2" IRON ROD SET;
THENCE LEAVING SAID RIGHT OF WAY NORTH 05 DEGREES 51 MINUTES 43 SECONDS WEST A DISTANCE OF 584.19 FEET TO A 1/2" IRON ROD SET;
THENCE SOUTH 81 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 371.20 FEET TO A 1/2" IRON ROD SET;
THENCE SOUTH 05 DEGREES 51 MINUTES 43 SECONDS WEST A DISTANCE OF 290.53 FEET TO A 1/2" IRON ROD SET;
THENCE SOUTH BY BEARING 03 MINUTES 48 SECONDS EAST A DISTANCE OF 115.09 FEET TO A 1/2" IRON ROD SET ON THE NORTHERN RIGHT OF WAY LINE OF MANNSDALE PARK DRIVE;
THENCE ALONG SAID RIGHT OF WAY IN A CURVE TO THE LEFT HAVING A RADIUS OF 336.62 FEET AND AN ARC LENGTH OF 258.85 FEET, CROSSING SAID CURVE BEARING SOUTH 55 DEGREES 08 MINUTES 53 SECONDS WEST A DISTANCE OF 307.97 FEET TO A 1/2" IRON ROD SET;
THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 37 DEGREES 48 MINUTES 25 SECONDS WEST A DISTANCE OF 37.44 FEET TO THE POINT OF BEGINNING;
CONTAINING AN AREA OF 189,770.84 SQUARE FEET (3.90 ACRES), ALL AS SHOWN ON A SURVEY BY LINFELD, HUNTER AND JUNIUS, INC., DATED DECEMBER 6, 2016.

REVISOR DECEMBER 14, 2016 PER ATTORNEY COMMENTS.
NO FIELD VISIT WAS PERFORMED.

CERTIFIED TO MANLAND MCA MADISON LLC, ITS SUCCESSORS AND ASSIGNS, AND TO STEWART TITLE GUARANTY COMPANY:

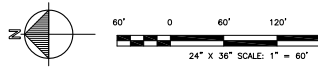
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NPS, AND INCLUDES ITEMS 1, 3, 4, 5, 8, 11, AND 14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 2, 2015.

ALTA/NPS LAND TITLE SURVEY FOR MANLAND MCA MADISON LLC

NATHAN J. JUNIUS, P.E., P.L.S.
DATE OF LAST FIELD WORK: OCTOBER 2, 2015
DATE OF PLAT: DECEMBER 9, 2016
LH&J JOB NO. 15-126
(504) 833-5300



LINFELD, HUNTER & JUNIUS, INC.
PROFESSIONAL ENGINEERS, ARCHITECTS,
LANDSCAPE ARCHITECTS AND SURVEYORS
3608 18th Street, Suite 200
Metairie, Louisiana 70002





CHICAGO TITLE INSURANCE COMPANY

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

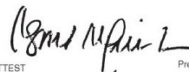

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:


ATTEST President

Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.
72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Lockett Land Title, Inc.

Commitment Number: 24-1989J

Property Address: Lot 3 Mannsdale Commercial Park, Madison County, Mississippi

SCHEDULE A

- 1. Commitment Date: September 24, 2024, at 8:00 AM
- 2. Policy to be issued:
 - (a) 2006 ALTA Owners Policy
Proposed Insured: Mainland MCA Madison, LLC
Amount: \$101,000.00
 - (b) 2006 ALTA Loan Policy
Proposed Insured: Mainland MCA Madison, LLC
Amount: \$101,000.00
- 3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.
- 4. Title to the **Fee Simple** estate or interest in the Land is at the Commitment Date vested in:

Tract 1:

Mainland MCA Madison, LLC, a Mississippi limited liability company, by virtue of Warranty Deed from E. David Cox and Mary Lynn Cox, dated January 27, 2017 and recorded February 1, 2017 in [Book 3440 at Page 246](#).

- 5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

CHICAGO TITLE INSURANCE COMPANY

By: 

 Authorized Signatory

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ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

LEGAL DESCRIPTION

TRACT 1:

A PARCEL OF GROUND TOGETHER WITH ALL BUILDING AND IMPROVEMENTS LOCATED THEREON IN THE SOUTH HALF OF SECTION 1, T7N-R1E, MADISON COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE AFORESAID SECTION 1;

THENCE SOUTH A DISTANCE OF 5,046.80 FEET TO A POINT;

THENCE WEST A DISTANCE OF 2,652.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF MS HIGHWAY 463, COMMON TO THE SOUTHEAST CORNER OF LOT 1 (BOOK 2439, PAGE 604);

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 52 DEGREES 53 MINUTES 54 SECONDS WEST A DISTANCE OF 560.57 FEET TO A 1/2" IRON ROD FOUND;

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 86 DEGREES 01 MINUTES 53 SECONDS WEST A DISTANCE OF 39.53 FEET TO A POINT COMMON TO THE SOUTHEAST CORNER OF LOT 5 (BOOK 2402, PAGE 230);

THENCE CONTINUING ALONG SAID RIGHT OF WAY NORTH 52 DEGREES 10 MINUTES 35 SECONDS WEST A DISTANCE OF 275.89 FEET TO A 1/2" IRON ROD SET, ALSO KNOWN AS THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE OF MS HIGHWAY 463 NORTH 52 DEGREES 10 MINUTES 35 SECONDS WEST A DISTANCE OF 46.96 FEET TO A 1/2" IRON ROD FOUND;

THENCE LEAVING SAID RIGHT OF WAY NORTH 00 DEGREES 01 MINUTES 43 SECONDS WEST A DISTANCE OF 588.19 FEET TO A 1/2" IRON ROD FOUND;

THENCE SOUTH 81 DEGREES 44 MINUTES 18 SECONDS EAST A DISTANCE OF 371.20 FEET TO A 1/2" IRON ROD SET;

THENCE SOUTH 05 DEGREES 51 MINUTES 52 SECONDS WEST A DISTANCE OF 290.53 FEET TO A 1/2" IRON ROD SET.

THENCE SOUTH 01 DEGREES 02 MINUTES 39 SECONDS EAST A DISTANCE OF 115.58 FEET TO A 1/2" IRON ROD SET ON THE NORTHERN RIGHT OF WAY LINE OF MANNSDALE PARK DRIVE;

THENCE ALONG SAID RIGHT OF WAY IN A CURVE TO THE LEFT HAVING A RADIUS OF 335.62 FEET AND AN ARC LENGTH OF 319.95 FEET, CHORD OF SAID CURVE BEARING SOUTH 65 DEGREES 08 MINUTES 03 SECONDS WEST A DISTANCE OF 307.97 FEET TO A 1/2" IRON ROD SET;

THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 37 DEGREES 49 MINUTES 25 SECONDS WEST A DISTANCE OF 37.44 FEET TO THE POINT OF BEGINNING;

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72C165B

ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

CONTAINING AN AREA OF 169,770.84 SQUARE FEET (3.90 ACRES). ALL AS SHOWN ON A SURVEY BY LINFEILD, HUNTER & JUNIUS, INC., DATED OCTOBER 7, 2015.

BEING THE SAME PROPERTY IDENTIFIED AS "LOT 3" IN THAT CERTAIN FINAL PLAT OF MANNDSALE COMMERCIAL PARK RECORDED ON JULY 28, 2016, IN THE RECORDS OF THE MADISON COUNTY CHANCERY CLERK'S OFFICE, IN PLAT BOOK 4973 AT PAGE F-55B,

END OF EXHIBIT

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ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes, charges, assessments, levied and assessed against the Land, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
7. Satisfactory evidence must be furnished as to the proper formation of **TBD (BUYER)**, prior to closing this transaction together with proof as to the current good standing of said corporation/LLC/partnership. In addition, the articles of incorporation/formation and any amendments thereto, by-laws of said corporation/LLC/partnership and certified copies of the resolutions of the governing body of said corporation/LLC/partnership authorizing the transaction and designating the members who will execute the instruments, must be furnished. The resolution must set forth the consideration and the terms of the transaction. Upon review of said documents, the Company reserves the right to make such additional requirements as it may deem necessary.
8. Satisfactory evidence must be furnished as to the proper formation of **Mainland MCA Madison, LLC, a Mississippi limited liability company (Seller)**, prior to closing this transaction together with proof as to the current good standing of said corporation/LLC/partnership. In addition, the articles of incorporation/formation and any amendments thereto, by-laws of said corporation/LLC/partnership and certified copies of the resolutions of the governing body of said corporation/LLC/partnership authorizing the transaction and designating the members who will execute the instruments, must be furnished. The resolution must set forth the consideration and the terms of the transaction. Upon review of said documents, the Company reserves the right to make such additional requirements as it may deem necessary.
9. Proper payment, satisfaction and cancellation of that certain Deed of Trust executed by Mainland MCA Madison LLC, to Cousie Giglio, as Trustee, for the benefit of Guaranty Bank and Trust Company, dated August 20, 2018 and recorded September 10, 2018 in [Book 3646 at Page 126](#).

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ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

10. Proper payment, satisfaction and cancellation of that certain Deed of Trust executed by Mainland MCA Madison LLC, to Cousie Giglio, as Trustee, for the benefit of Guaranty Bank and Trust Company, dated September 27, 2021 and recorded October 11, 2022 in [Book 4267 at Page 673](#).
11. Deed of Trust executed by Mainland MCA Madison, LLC, to Cousie Giglio, as Trustee, for Guaranty Bank and Trust Company dated June 2, 2023 and recorded June 13, 2023 in [Book 4340 at Page 323](#).
12. Proper redemption of 2023 ad valorem taxes for [parcel number 071A-01C-002/01.00](#). (Sold at tax sale.)

NOTE: 2023 ad valorem taxes for [parcel number 071A-01C-002/01.00](#) were sold at tax sale.

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. All taxes for the year 2024 and subsequent years, not yet due and payable.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the title that would be disclosed by an accurate and complete survey of the Land.
4. Rights or claims of parties in possession not shown by the public records.
5. Easements, or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. Matters per plat recorded in Plat [Book F at Page 55B](#).
9. Any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Land.
10. The Company does not insure the quantity of square footage or acreage.

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ALTA Commitment for Title Insurance 8-1-16

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CHICAGO TITLE INSURANCE COMPANY

11. Right of way to Bear Creek Water Association, Inc., recorded in [Book 421 at Page 290](#).
12. Right of way to Madison County, Mississippi recorded in [Book 43 at Page 372](#).
13. Release of damages to Madison County, Mississippi recorded in [Book 54 at Page 520](#).
14. Right of way to Bear Creek Water Association recorded in [Book 449 at Page 765](#).
15. Release of Damages to State Highway Commission of Mississippi recorded in [Book 66 at Page 185](#) and Release of Damages and Billboard/sign restrictions recorded in [Book 69 at Page 421](#).
16. Release of Damages to State Highway Commission of Mississippi recorded in [Book 443 at Page 440](#).

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 8-1-16

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- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

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- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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