



Cross-Reference to Vesting Deeds:
DK W Book 906 Page 85-87
DK W Book 910 Page 187-191
DK W Book 910 Page 192-195

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (this “**Agreement**”) is made as of April 7, 2021 (the “**Effective Date**”), by and between **SCANNELL PROPERTIES #402, LLC**, a Delaware limited liability company (“**Grantee**”) and **SFG ISF OLIVE BRANCH, LLC**, a Delaware limited liability company (“**Grantor**”).

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Desoto County, Mississippi, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**Grantor Property**”);

WHEREAS, Grantee is the owner of certain real property located in Desoto County, Mississippi, as more particularly described on Exhibit B attached hereto and incorporated herein by reference (the “**Grantee Property**”); and

WHEREAS, Grantor has agreed to grant an easement to Grantee on and over a portion of the Grantor Property described and/or depicted on Exhibit C attached hereto and incorporated herein by reference (the “**Easement Property**”) for drainage as specifically provided herein.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

1. Drainage Easement.

(a) Grant of Easement. Grantor hereby grants, declares and conveys for the use and benefit of Grantee and the benefit of the Grantee Property a perpetual, non-exclusive easement upon, over, under, across and through the Easement Property for the purpose of: (a) constructing, operating, maintaining, adding, or altering present or future storm drainage improvements and appurtenances, including, but not limited to, a detention pond and surrounding landscaping/vegetation (the “**Pond**”), inbound storm water pipelines, structures, and connections which direct storm water from an Owner’s property to the Pond (“**Inbound Structures**”), outbound storm water pipelines, risers, structures, and connections which drain storm water from the Pond (“**Outbound Structures**”), now or hereafter existing (collectively, the “**Drainage**”

13988473-2

Prepared By:
Drew Strobel
Scannell Properties #402, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
#317-218-1649

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Return to:
First American Title Insurance Company
National Commercial Services
30 N LaSalle St., Suite 2700
Chicago, IL 60602
NCS-997818-CHI2

Improvements"); (b) allowing for the collection of storm drainage and its transmission through and across such Drainage Improvements; and (c) the operation, maintenance and repair of the Drainage Improvements, together with such free and unlimited access to, egress and ingress in, from and over all points of the Easement Property as is reasonable or necessary for the full use, occupancy and enjoyment of such easement granted by this Agreement. Unless dedicated for public use, all Drainage Improvements which are installed in the Easement Property shall be and remain the property of the Grantor upon which Easement Property such facilities are installed regardless of which Owner (as defined herein) made such installation. Except as provided in Section 2 below, Grantee agrees that Grantee shall not impede, interfere with or otherwise adversely affect any or all of the use, operation and occupancy of the Easement Property and the improvements thereon by Grantor or use of the Easement Property by any Owner or Permittee of the Grantor Property for the collection of storm drainage from the Grantor Property and its transmission through and across the Drainage Improvements.

(b) Use of the Drainage Easement. Grantor and Grantee together with the respective future owners (as used herein, "**Owner(s)**" shall refer to Grantor, Grantee and all successor owners of all fee simple title to all or any portion of the Grantor Property or the Grantee Property), tenants, subtenants and other occupants of the Grantor Property and the Grantee Property (collectively, "**Permittees**") shall be entitled to use the Easement Property and the Drainage Improvements for the collection of storm drainage from the Grantor Property and the Grantee Property and its transmission through and across such Drainage Improvements and in accordance with all applicable laws, statutes, rules, regulations, permits, codes and ordinances (collectively, "**Applicable Laws**") and the terms of this Agreement. No Owner shall cause or permit any Hazardous Materials (as defined herein) to be discharged, brought upon, kept, or used in connection with the Easement Property or otherwise through the Drainage Improvements in violation of Hazardous Materials Laws (as defined herein). For purposes hereof "**Hazardous Materials**" shall mean: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Hazardous Materials Laws. The term "**Hazardous Materials Laws**" shall mean: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

(c) Construction of Drainage Improvements. Grantee shall (or shall cause its contractor(s) to): (i) obtain all approvals necessary to construct, install and complete the Drainage Improvements, and (ii) construct, at Grantee's sole cost and expense, the Drainage Improvements in a first-class, lien-free manner in accordance with (x) the plans and specifications outlined on Exhibit D attached hereto and incorporated herein by reference (the "**Drainage Improvements Plans**"), and (y) all Applicable Laws. By its execution of this Agreement, Grantor hereby acknowledges receipt of the Drainage Improvement Plans and approves the same; provided, however, Grantor owes no duty of care to Grantee or any third party to protect against, or to inform Grantee or any third party of any negligent, faulty, inadequate or defective design or construction of the Drainage Improvements, and such approval shall not be deemed a representation or warranty by Grantor that the Drainage Improvement Plans comply with Applicable Laws. The Drainage Improvement Plans shall not be modified without the prior approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Subject to the terms of any existing leases for the Grantor Property (which have been disclosed to Grantee), Grantor hereby grants,

declares and conveys for the use and benefit of Grantee, its contractors, agents, and employees, a temporary, non-exclusive construction easement (the “**Temporary Construction Easement**”) upon, over, under, across and through such portions of the Grantor Property that are adjacent to the Easement Property and are reasonably necessary for the purpose of the construction of the Drainage Improvements, which Temporary Construction Easement shall automatically terminate upon the earlier to occur of (a) substantial completion of the Drainage Improvements in accordance with the Drainage Improvement Plans, and (b) the date that is sixty (60) days after the Effective Date. Following any construction, maintenance or other activity performed in connection with the Drainage Improvements, Grantee shall restore any portions of the Grantor Property located outside of the Easement Property to substantially its original condition. Such restoration shall be performed promptly upon completion of the installation, construction, maintenance or other activity related to the Drainage Improvements and shall be undertaken at Grantee’s sole expense. Grantee shall use commercially reasonable efforts to minimize any interference with any business conducted on the Grantor Property resulting from use of the Temporary Construction Easement by Grantee, its contractors, agents and employees.

(d) Inspection Rights. Grantee shall provide notice to Grantor of any stoppage by Grantee in the performance of the construction of the Drainage Improvements or delays in obtaining any permits or approvals. Grantor shall have the right to reasonably request information from Grantee regarding the Drainage Improvements and the construction of same, and the status of permits and approvals, and to designate a representative, at Grantor’s sole cost and expense, to review and monitor the construction of the Drainage Improvements and the status of permits and approvals.

2. **Maintenance, Costs and Alterations.**

(a) Maintenance Obligation. Grantee shall be responsible for maintaining and making necessary and periodic repairs and replacements to the Pond and any Outbound Structures in first-class condition and state of repair in accordance with standards observed by Class A industrial facilities in the State of Mississippi, in accordance with all Applicable Laws, and in compliance with the provisions of this Agreement, including, without limitation, any necessary repair, replacement or restoration in the event of damage or destruction by casualty. Grantee agrees to cause the Pond and any Outbound Structures to be operated, maintained and repaired and to be kept in good working order at all times. Notwithstanding the foregoing, each Owner shall be responsible, at its sole cost and expense, for the maintenance, repair, and replacement of its respective Inbound Structures which service such Owner’s property, and such costs and expenses shall not be included in the calculation of Commons Costs (as defined below).

(b) Percentage Share. In connection with and as consideration for its use of the Drainage Improvements from and after the date of completion of the Drainage Improvements, the Owner of the Grantor Property agrees to reimburse Grantee for its Percentage Share (as defined herein) of any normal and periodic maintenance, repair, and replacement costs and expenses related to the Pond and any Outbound Structures (collectively, the “**Common Costs**”). As used herein, the term “**Percentage Share**” shall be fifty percent (50%).

(c) Common Cost Statement. From time to time, the Owner of the Grantee Property shall provide to the Owner of the Grantor Property with a statement setting forth any Common

Costs actually incurred by Grantee and setting forth the Owner of the Grantor Property's Percentage Share of such Common Costs (a "**Common Cost Statement**"), and such Common Cost Statement shall be accompanied by invoices and/or other reasonable supporting documents verifying such Common Cost expenditures. The Owner of the Grantor Property shall reimburse the Owner of the Grantee Property for its Percentage Share of such Common Costs within thirty (30) days of its receipt of such Common Cost Statement. Any delinquent amounts shall accrue interest from the due date of payment until payment is made at the prime rate of interest, as reported in the Wall Street Journal (or any reasonable substitute if no longer published therein) plus five percent (5%) per annum (the "**Default Rate**"). Notwithstanding anything to the contrary contained herein, no Owner shall have the right to file a lien against the Grantor Property or the Grantee Property for any amounts due hereunder.

(d) Unreasonable Wear and Tear. Notwithstanding the foregoing, to the extent the Drainage Improvements are damaged or rendered in need of additional maintenance as a result of the gross negligence or willful misconduct of an Owner, then such Owner shall be solely responsible for the cost of repair or maintenance resulting from such damage.

(e) Alterations. From and after the date of completion of the Drainage Improvements, the Drainage Improvements shall not be altered, changed or modified (except for routine maintenance and repair) without the prior written consent of the Owner of the Grantor Property, such consent to not be unreasonably withheld, conditioned or delayed, so long as the proposed modifications would not (i) materially impair or impede the use of the Drainage Improvements by the Owner of the Grantor Property or any of its Permittees, (ii) reduce the capacity of the Drainage Improvements available to service the Grantor Property, or (iii) materially increase the Common Costs.

3. **Excusable Delays; Rights of Self-Help.**

(a) Excusable Delays. Whenever performance is required of any Owner hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, adverse or inclement weather, war, civil commotion, pandemic, epidemic or other widespread health emergency, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Owner, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this Section shall not operate to excuse any Owner from the prompt payment of any monies required by this Agreement.

(b) Rights of Self-Help. If Grantor determines in its reasonable judgment and in good faith that (i) the initial construction of the Drainage Improvements is not proceeding so as to be timely completed by Grantee, or (ii) the ongoing maintenance, repair or replacement of the Pond and any Outbound Structures is not being adequately performed by the Grantee, then Grantor may give written notice of such fact to Grantee. If Grantee does not present to Grantor reasonable evidence, within thirty (30) days after receipt of such notice, that the Grantee's work has been completed or confirming that such work shall be completed within a reasonable period of time, then Grantor shall have the right, but not the obligation, to assume control of the construction,

maintenance, repair or replacement of all or any designated portion of the Drainage Improvements or the Pond and any Outbound Structures (as applicable) upon written notice to Grantee, and upon such election, Grantor agrees to proceed to complete the same with all reasonable dispatch and diligence. In connection with the foregoing, Grantee hereby grants to Grantor, its contractors, agents and employees a temporary license to enter upon the Grantee Property for the purpose of performing Grantee's work for which Grantor has assumed control under this Section. If Grantor assumes control of all or a designated portion of the initial construction of the Drainage Improvements, Grantee shall reimburse Grantor for one hundred percent (100%) of the costs of such construction within thirty (30) days after receipt of a written statement detailing the requested reimbursement and accompanied by paid invoices detailing the work performed and the actual costs incurred by Grantor. If Grantor assumes control of all or a designated portion of the ongoing maintenance, repair or replacement of the Pond and any Outbound Structures, Grantee shall reimburse Grantor for fifty percent (50%) of the costs of such maintenance, repair or replacement within thirty (30) days after receipt of a written statement detailing the requested reimbursement and accompanied by paid invoices detailing the work performed and the actual costs incurred by Grantor. If either statement is not so paid timely, the amount shall bear interest at the Default Rate from the date that is thirty-one (31) days following Grantee's receipt of the statement until the date payment is made. In the event Grantor exercises its right of self-help for the construction, maintenance, repair or replacement of the Drainage Improvements or the Pond and any Outbound Structures (as applicable) pursuant hereto, Grantee agrees to cooperate in good faith with Grantor's efforts to pursue and obtain all permits and approvals necessary to construct, install and complete the Drainage Improvements, including assigning to Grantor without cost any permits or approvals previously obtained by Grantee in connection with the Drainage Improvements.

4. Insurance and Indemnification.

(a) Public Liability and Property Damage Insurance. The Owners shall each maintain commercial general liability insurance (or then current equivalent) covering injury, damage or loss to person or property occurring on or about the Easement Property, in commercially reasonable amounts no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall (a) be written on a per occurrence basis, (b) be issued by an insurance carrier licensed in the State of Mississippi, and (c) name the other Owner and the holder of any mortgage on the other Owner's respective Property as an additional insured(s). Each Owner shall provide the other with a certificate of insurance evidencing compliance with the provisions of this Section 4(a) upon request, but in any event not more than annually. Some or all of such coverage may be maintained under a blanket policy or policies of insurance so long as the aggregate coverage under all such policies complies with the foregoing requirements. Notwithstanding anything to the contrary contained herein, the Owner of the Grantor Property shall be deemed to have satisfied the insurance requirements set forth above to the extent such Owner causes any tenant of the Grantor Property to satisfy such insurance requirements during the term of its lease of the Grantor Property.

(b) Grantee Indemnification. Grantee shall defend, indemnify and hold Grantor, its successors and assigns, and their respective parent, subsidiary and/or affiliate companies and their officers, partners, directors, members, managers, shareholders, employees, contractors, agents, licensees, occupants, invitees, tenants, and sub-tenants (collectively, the "**Grantor Parties**") harmless from and against any and all liabilities, losses, claims, demands, damages, assessments, costs and expenses of any kind, including without limitation, reasonable attorneys' and

consultants' fees and disbursements (collectively, "**Indemnified Liabilities**"), resulting from or relating to the Grantee's use of the Easement Property and/or the Drainage Improvements, except to the extent such Indemnified Liabilities arise out of, relate to, or result from the negligence or willful misconduct of the Grantor Parties.

(c) **Grantor Indemnification.** Grantor shall defend, indemnify and hold Grantee, its successors and assigns, and their respective parent, subsidiary and/or affiliate companies and their officers, partners, directors, members, managers, shareholders, employees, contractors, agents, licensees, occupants, invitees, tenants, and sub-tenants (collectively, the "**Grantee Parties**"), harmless from and against any and all Indemnified Liabilities resulting from or relating to Grantor's use of the Easement Property and/or the Drainage Improvements, except to the extent such Indemnified Liabilities arise out of, relate to, or result from the negligence or willful misconduct of the Grantee Parties.

5. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. All representations, promises and prior or contemporaneous undertakings between such parties are merged into and expressed in this Agreement, and any and all prior agreements or understandings between such parties are hereby canceled. This Agreement shall not be amended, modified or supplemented except by a written agreement duly executed by all of the then Owners of the Grantor Property, the Grantee Property, and the Drainage Improvements; provided however, that in the event that a Mortgage or other security lien exists on the Grantor Property, the Grantee Property, or the Drainage Improvements, consent of such secured party shall be obtained prior to said amendment, modification or supplement, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Notice. All notices given under this Agreement shall be in writing and sent by prepaid certified or express mail, return receipt requested, or by a nationally-recognized overnight courier (such as Federal Express), addressed as follows:

Grantor: SFG ISF OLIVE BRANCH, LLC
Attn: Asset Management
3280 Peachtree Road NE, Suite 2770
Atlanta, GA 30305

Grantee: Scannell Properties #402, LLC
Attn: Drew C. Strobel, Counsel
8801 River Crossing Blvd., Suite 300
Indianapolis, Indiana 46240

Notice shall be deemed given upon the date indicated on written confirmation of receipt by the receiving party if sent via certified mail or upon the date such notice is given to a courier for overnight delivery. The address to which notices are to be mailed may be changed from time to time by either party upon written notice to the other party in accordance with this Section.

7. Reservation of Rights. Grantor reserves the right to use the Easement Property for any use not inconsistent with the terms and provisions of this Agreement, provided, however, that such

use is not inconsistent with, and does not interfere with the easements and other rights granted under this Agreement. The Owner of the Easement Property shall not construct or place, or permit to be constructed or placed, any buildings, structures or obstructions in, on, over, through or across the Easement Property that will in any way prevent or hinder the easements and other rights granted in this Agreement.

8. Easement to Run with the Land. This Agreement shall run with the land and inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of each party hereto.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

10. Severability. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement become illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

11. Integration. This Agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

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

13. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed to waive any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any party of any default under this Agreement shall be effective or binding on such party unless made in writing by such party and no such waiver shall be implied from any omission by a party to take action in respect of such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers of any default under any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained in this Agreement.

14. Non-Merger. The rights, obligations and easements created hereby are expressly intended to exist and not to be merged by operation of law or otherwise with any fee title (but to be kept separate and distinct) notwithstanding the fact that the Grantor Property and the Grantee Property may be owned at any time or from time to time by the same individual or entity, unless specifically terminated by both Owners in a written document acknowledged by both such Owners and placed of record in the real property records of the county where the Easement Property is located.

15. No Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Owner of the Grantor Property and the Owner of the Grantee Property.

16. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the

unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

17. Authority. Each party has the full right and lawful authority to grant the easements contemplated in and under this Agreement.

18. Recordation. As soon as reasonably practicable after the execution and acknowledgment hereof, the parties shall cause this Agreement to be recorded in the county where the Grantor Property and Grantee Property are located.

19. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

20. Estoppel Certificates. Each Owner agrees to deliver to the other, within ten (10) business days of a written request therefor, an estoppel certificate reasonably acceptable to the Owner providing such estoppel certificate indicating whether or not such Owner considers the requesting Owner to be in compliance with the terms hereof. Any such estoppel certificate may be qualified to the current actual knowledge of the Owner providing same.

21. Third Party Beneficiaries. Each Permittee is an intended third-party beneficiary of this Agreement.

[Signature page(s) follows.]

**SIGNATURE PAGE TO DRAINAGE EASEMENT AGREEMENT
(Grantor)**

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee to be effective as of the date first above written.

Grantor:

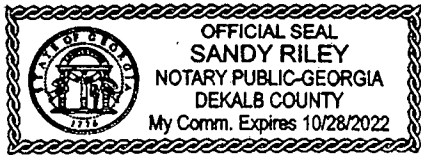
SFG ISF OLIVE BRANCH, LLC,
a Delaware limited liability company

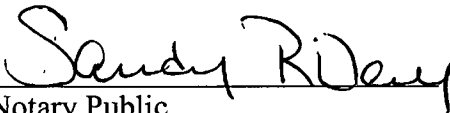
By: 
Printed: William I. Markwell, III
Title: President

STATE OF **GEORGIA**)
) SS:
COUNTY OF **FULTON**)

Before me, a Notary Public in and for the State of **Georgia**, personally appeared **William I. Markwell, III**, by me known to be the **President** of **SFG ISF OLIVE BRANCH, LLC**, a Delaware limited liability company, who, being first duly sworn, has executed the foregoing Drainage Easement Agreement, for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 2nd day of March 2021.




Notary Public

Sandy Riley
(Printed signature)

My Commission Expires:
10/28/2022

My County of Residence:
Cobb

**SIGNATURE PAGE TO DRAINAGE EASEMENT AGREEMENT
(Grantee)**

Grantee: **SCANNELL PROPERTIES #402, LLC,**
a Delaware limited liability company

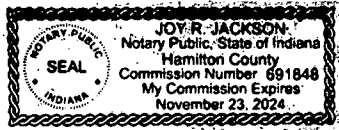
By: *Marc D. Pfl*
Marc D. Pfl, Manager

3982106_1

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Marc D. Pfl, by me known to be the Manager of **SCANNELL PROPERTIES #402, LLC**, a Delaware limited liability company, who, being first duly sworn, has executed the foregoing Drainage Easement Agreement, for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 7th day of April, 2021.



Joy R. Jackson
Notary Public

Joy R. Jackson
(Printed signature)

My Commission Expires:
11/23/24

My County of Residence:
Hamilton

This Instrument was prepared by and after recording shall be returned to: Drew C. Strobel, Scannell Properties, 8801 River Crossing Boulevard, Suite 300, Indianapolis, Indiana 46240.

Exhibit A
“Grantor Property”

Real property in the City of Olive Branch, County of DeSoto, State of Mississippi, described as follows:

PART OF TRACT 1

BEGINNING AT A 1/2-INCH REBAR WITH REAVES CAP FOUND IN THE NORTH RIGHT-OF-WAY OF WEST SANDIDGE ROAD, 53 FEET FROM THE CENTERLINE, BEING THE SOUTHEAST CORNER OF USF HOLLAND, INC., DEED BOOK 337, PAGE 604; THENCE WITH USF HOLLAND, INC. NORTH 00 DEGREES 18 MINUTES 45 SECONDS WEST, 1208.15 FEET TO A 1/2-INCH REBAR WITH L.I. SMITH CAP SET; THENCE WITH A SEVERANCE LINE AS FOLLOWS:

NORTH 89 DEGREES 11 MINUTES 05 SECONDS EAST, 396.31 FEET;

NORTH 00 DEGREES 12 MINUTES 42 SECONDS EAST, 423.16 FEET TO A COMMON CORNER WITH SMITH, DEED BOOK 528. PAGE 554; THENCE WITH SMITH AS FOLLOWS:

NORTH 89 DEGREES 11 MINUTES 52 SECONDS EAST, 14.00 FEET TO A 1/2-INCH REBAR FOUND;

NORTH 01 DEGREES 13 MINUTES 16 SECONDS EAST, 21.16 FEET TO A 1/2-INCH REBAR FOUND IN THE WEST RIGHT-OF-WAY OF COMMERCIAL DRIVE; THENCE WITH THE RIGHT-OF-WAY AS FOLLOWS:

ALONG A CURVE TURNING TO THE LEFT 64.56 FEET, HAVING A RADIUS OF 75.00 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 69 DEGREES 48 MINUTES 01 SECONDS EAST, 62.58 FEET;

ALONG A CURVE TURNING TO THE RIGHT 52.81 FEET, HAVING A RADIUS OF 68.00 FEET, BEING

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Drew Strobel
Scannell Properties #402, LLC
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#317-218-1649

Return to:
First American Title
30 N. LaSalle Street
Suite 2700
Chicago, IL 60602

SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 32 MINUTES 17 SECONDS EAST, 51.49 FEET;

ALONG A CURVE TURNING TO THE RIGHT 339.29 FEET, HAVING A RADIUS OF 216.00 FEET, BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 45 DEGREES 12 MINUTES 48 SECONDS EAST, 305.47 FEET TO A 1/2-INCH REBAR WITH REAVES CAP FOUND;

SOUTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, 1301.29 FEET;

SOUTH 17 DEGREES 25 MINUTES 27 SECONDS WEST, 52.20 FEET;

SOUTH 00 DEGREES 15 MINUTES 50 SECONDS EAST, 90.66 FEET TO A 1/2-INCH REBAR WITH REAVES CAP FOUND;

ALONG A CURVE TURNING TO THE RIGHT 35.60 FEET, HAVING A RADIUS OF 50.00 FEET, AND BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 20 DEGREES 05 MINUTES 46 SECONDS WEST, 34.85 FEET TO A 1/2-INCH REBAR FOUND IN THE NORTH RIGHT-OF-WAY OF WEST SANDIDGE ROAD, 53 FEET FROM THE CENTERLINE; THENCE WITH THE WEST SANDIDGE RIGHT-OF-WAY SOUTH 89 DEGREES 12 MINUTES 03 SECONDS WEST, 711.38 FEET TO THE POINT OF BEGINNING, AND CONTAINING 23.9776 ACRES, MORE OR LESS, AS SURVEYED BY WILLIAM P. SMITH, MISSISSIPPI REGISTERED LAND SURVEYOR NUMBER 02815, OF L.I. SMITH & ASSOCIATES, 302 NORTH CALDWELL STREET, PARIS, TN 38242, ON SEPTEMBER 30, 2019. BEARINGS ARE BASED UPON MISSISSIPPI STATE PLANE COORDINATE SYSTEM-WEST ZONE, NAD 83.

TRACTS 1 AND 2, FINAL PLAT OF PHASE 1, FIRST REVISION TO THE SANDIDGE ROAD COMMERCIAL AND INDUSTRIAL PARK RECORDED IN PLAT BOOK 106, PAGES 17-18, SITUATED IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY MISSISSIPPI

Exhibit B
“Grantee Property”

Lot 1 in Phase II Sandidge Road Commercial and Industrial Park, as recorded in DK S Book 135,
Page 36-38 in the Office of the Recorder of Desoto County, Mississippi.

33-1-6

Exhibit C
“Easement Property”

LEGAL DESCRIPTION OF A PROPOSED PRIVATE DRAINAGE EASEMENT ACROSS PART OF THE PROPOSED PHASE II, SANDIDGE ROAD COMMERCIAL AND INDUSTRIAL PARK AND ACROSS TRACT 1 OF THE SANDIDGE ROAD COMMERCIAL & INDUSTRIAL PARK-PHASE 1-FIRST REVISION AS RECORDED IN PLAT BOOK 106 PAGE 17, ALL OF RECORD IN THE CHANCERY CLERK’S OFFICE OF DESOTO COUNTY, MISSISSIPPI AND ALL LYING IN THE SW 1/4 OF SECTION 33-TOWNSHIP 1 SOUTH-RANGE 6 WEST OF THE CHICKASAW MERIDIAN IN THE CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AND SAID PARCEL 1 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point 25 feet west of the West right of way line of Commercial Drive (R.O.W. varies); said point of beginning being further located at Mississippi State Plane Coordinates (NAD 83-West) of 1983418.52 feet North and 2443442.85 feet East;

Thence North 89 degrees 59 minutes 33 seconds West a distance of 271.46 feet to an angle point;

Thence North 00 degrees 13 minutes 05 seconds West a distance of 467.99 feet to an angle point;

Thence North 89 degrees 10 minutes 56 seconds East a distance of 109.20 feet to the beginning of a curve to the right having a radius of 160.00 feet;

Thence southwestwardly along said curve an arc length of 252.86 feet, Delta = 90 degrees 32 minutes 52 seconds (Chord=South 45 degrees 32 minutes 38 seconds West – 227.35 feet) to the end of curve; said point being 25 feet west of the West R.O.W line of said Commercial Drive;

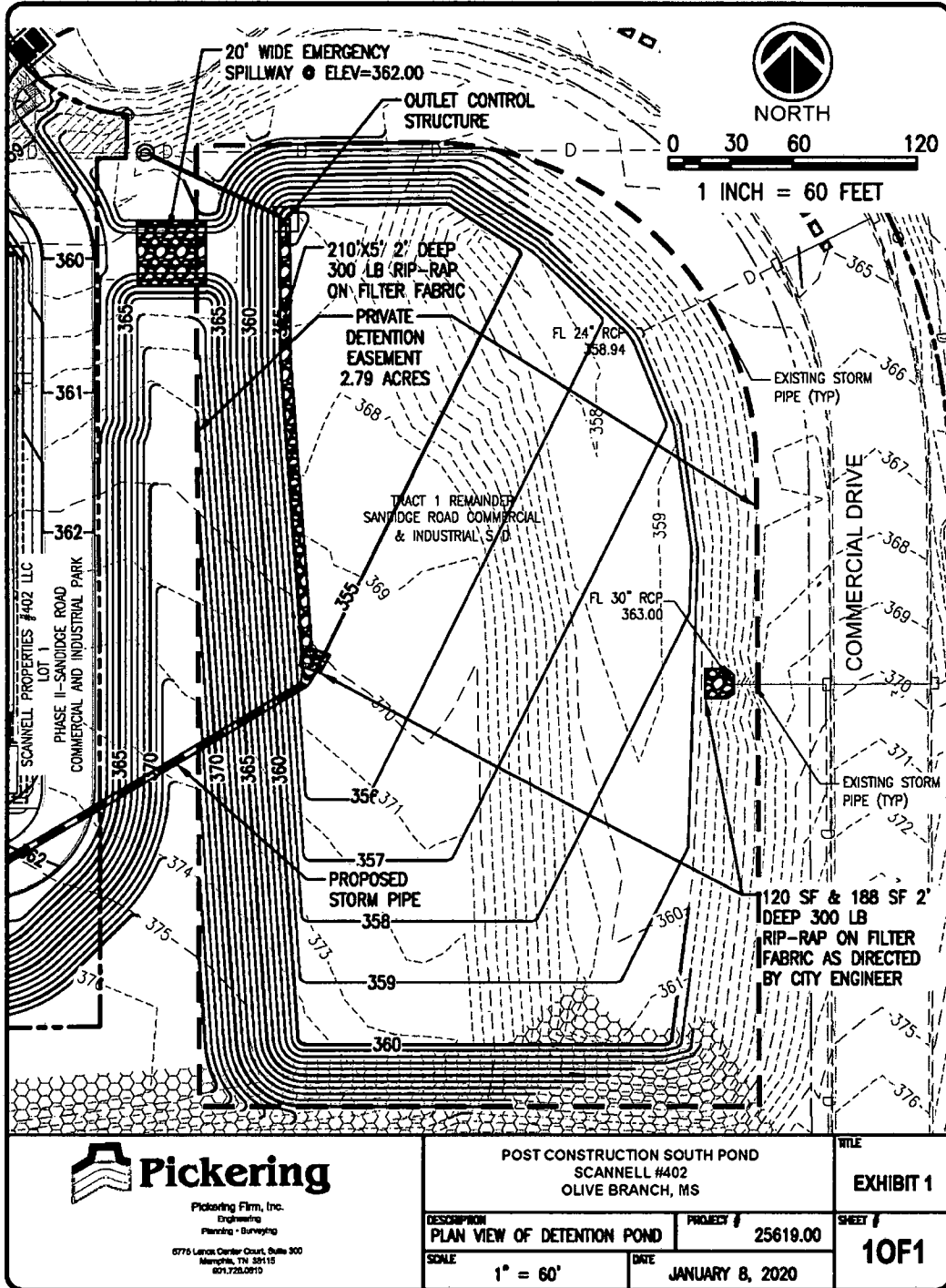
Thence South 00 degrees 16 minutes 12 seconds East a distance of 310.36 feet along a line parallel to said West R.O.W. line to the POINT OF BEGINNING.

Containing 121,709 square feet or 2.79 acres, more or less.

ALL BEARINGS AND COORDINATES ARE MISSISSIPPI STATE PLANE (NAD 83-WEST).

ALL DEEDS AND PLATS ARE OF RECORD IN THE CHANCERY CLERK’S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

Exhibit D "Drainage Improvements Plans"



Pickering
 Pickering Firm, Inc.
 Engineering
 Planning - Surveying
 6776 Larcus Center Court, Suite 300
 Memphis, TN 38115
 901.728.0810

POST CONSTRUCTION SOUTH POND SCANNELL #402 OLIVE BRANCH, MS		TITLE EXHIBIT 1
DESCRIPTION PLAN VIEW OF DETENTION POND	PROJECT # 25619.00	SHEET # 10F1
SCALE 1" = 60'	DATE JANUARY 8, 2020	

CONSENT OF LENDER

The undersigned, RENASANT BANK ("Lender"), such Lender being the holder of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing granted by SFG ISF OLIVE BRANCH, LLC, a Delaware limited liability company, to Kenneth D. Farmer, as Trustee, in favor of Lender, dated January 15, 2021, and recorded on January 19, 2021 in the Official Records of DeSoto County, Mississippi, as Instrument Number DK T BK 5138 Pg 369-388, as may be amended (collectively, the "Mortgage") that currently encumbers the Property (as defined in the Mortgage), hereby consents to the execution and recording of the within and foregoing Drainage Easement Agreement (the "Easement"), and further agrees that the Mortgage and any interest of the Lender in the Property encumbered by the Mortgage acquired pursuant to the enforcement of the Mortgage shall be subject to the terms and provisions of the Easement; provided, however, that the Mortgage shall remain in full force and effect, and this Consent shall not waive, invalidate or discharge the lien of the Mortgage or waive, invalidate or modify any terms or provisions of the Easement which benefit the Property encumbered by the Mortgage.

Executed this 17 day of February, 2021.

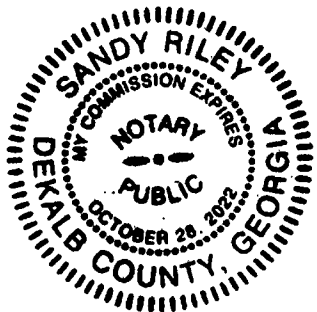
RENASANT BANK

By: [Signature]
Printed: Jason Frank
Title: Managing Director

STATE OF Georgia)
COUNTY OF Fulton) SS.

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Jason Frank the Managing Director of Renasant Bank a Lender, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of February, 2021.



[Signature]
Notary Public

My Commission Expires: 10/28/2022