



## PLANNING & ZONING COMMISSION MEETING

Tuesday, December 27, 2022 at 6:00 PM

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### Agenda

1. **Call to Order**
2. **Consideration and Approval of Minutes**
  - [A\)](#) Approve November 22, 2022 meeting minutes.
3. **Preliminary Plat Considerations**
  - [A\)](#) Kayo Place Preliminary Plat Consideration
4. **New Business**
5. **Next Meeting**
  - A) Next meeting January 24, 2023
6. **Adjourn**
  - A) Adjourn

**MINUTES OF THE REGULAR MEETING  
OF THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF GLUCKSTADT, MISSISSIPPI**

A regular meeting of the Planning and Zoning Commission of the City of Gluckstadt, Mississippi (“the Board”) was duly called, held and conducted on Tuesday, November 22, 2022, at 6:00 p.m. at Gluckstadt City Hall, 343 Distribution Drive, Gluckstadt, Madison County, Mississippi.

The following members were present, to-wit:

David Boackle  
Andrew Duggar  
Melanie Greer  
Phillips King  
Sam McGaugh  
Tim Slattery

Absent:

Katrina Myricks

Also present:

Mike McCollum and William Hall, City of Gluckstadt

Chair Melanie Greer called the meeting to order. Roll was called and it was announced that a majority of the voting members of the Board were present, and that said number constituted a quorum.

The Board considered the Minutes of the October 25, 2022, meeting. Commissioner Sam McGaugh moved to approve the minutes as written. The motion was seconded by Commissioner Tim Slattery and approved unanimously.

**OLD BUSINESS**

**Amended Site Plan – Tate Office Building  
124 Kimball Drive, Building 100 & 200**

The Board considered the amended Site Plan for Tate Office Building located at 124 Kimball Drive, Building 100 and Building 200. The elevation of the property was previously discussed by the Board to include a 10’ wide buffer. The curbing will remain the same with a partial isle. The Commissioners recommended that each parking space be 200 square feet.

On motion by Commissioner David Boackle and seconded by Commissioner Andrew Duggar, the Board voted 6-0 to recommend to the Mayor and Board of Alderman for approval with the condition that each parking space is 200 square feet.

**NEW BUSINESS**

There was next discussion of the Architectural Review Ordinance regarding the formation of a Separate Architectural Review Board. Most of the members were in favor of the establishment of an Architectural Review Board. The Planning and Zoning Board wanted this information communicated to the Mayor and Board of Alderman for consideration. No action taken.

The City of Gluckstadt sent a Comprehensive Plan Questionnaire to residents. This was a form to see what the people want to see in our city. It was discussed to have a Public Hearing at Germantown High School at a future date for resident’s input. No action taken.

There was no further business to be presented.

**ADJOURN**

Commissioner David Boackle moved that the meeting be adjourned. The motion was seconded by Commissioner Sam McGaugh and approved unanimously. The Chairman declared the Motion carried.

WITNESS OUR hands, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
MELANIE GREER, Chairman

\_\_\_\_\_  
Sam McGaugh, Vice Chariman/Secretary



MADISON COUNTY, MS  
 I certify this instrument fil  
 04/14/2022 8:35:51 AM  
 Inst. 954889 Page 1 of 4  
 Book W - 4196 / 136.00  
 Witness my hand and seal  
 RONNY LOTT, C.C. BY: DA D.C.

Section 3, Item A)

**WARRANTY DEED**

**GRANTOR:**  
**DOTILEY HOLDINGS, LLC**  
 a Mississippi Limited Liability Company

**GRANTEE:**  
**KHINDA INVESTMENTS, LLC**  
 a Mississippi Limited Liability Company

**ADDRESS:**  
**235 GLUCKSTADT ROAD**  
**MADISON, MS 39110**

**ADDRESS:**  
**150 CARRINGTON DRIVE**  
**MADISON, MS 39110**

**TELEPHONE:**  
**601-586-9569**

**TELEPHONE:**  
**601-665-9090**

**PREPARED BY & RETURN TO:**  
**ANDY J. CLARK**  
**LAW OFFICES OF ANDY J. CLARK, PLLC**  
**567 HIGHWAY 51 NORTH, STE C**  
**RIDGELAND, MS 39157**  
**T: 601-622-7334**  
**STATE BAR NO. 102903**

**INDEXING INSTRUCTIONS:**  
**NW 1/4 of the SW 1/4 Section 21, Township 8N, Range 2E**  
**Madison County, Mississippi**

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

**DOTTLEY HOLDINGS, LLC**  
a Mississippi Limited Liability Company -----GRANTOR

**TO:**

**KHINDA INVESTMENTS, LLC**  
a Mississippi Limited Liability Company -----GRANTEES

**WARRANTY DEED**

**FOR AND IN CONSIDERATION** of the sum of **TEN DOLLARS (\$10.00)**, this day cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **DOTTLEY HOLDINGS, LLC, a Mississippi Limited Liability Company** (hereinafter referred to as "Grantor") does hereby grant, bargain, sell, convey and warrant unto, **KHINDA INVESTMENTS, LLC, a Mississippi Limited Liability Company** (hereinafter referred to as "Grantees"), the following described tract or parcel of land being located and situated in **MADISON COUNTY, MISSISSIPPI**, to-wit:

**A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:**

**Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½" iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING run thence North for a distance of 79.77 feet to a set ½" iron pin; run thence South 89 degrees 59 minutes 10 seconds East for a distance of 437.00 feet to an existing ½" iron pin on the West right-of-way line of Calhoun Station Parkway; run thence South 00 degrees 19 minutes 05 seconds West along said right-of-way line of Calhoun Station Parkway for a distance of 254.20 feet to a set ½" iron pin; leaving said West right-of-way line of Calhoun Station Parkway, run thence North 89 degrees 59 minutes 10 seconds West for a distance of 370.27 feet to a set ½" iron pin on the arc of a 81.05111 degree curve bearing to the left having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence northwesterly along the arc of said curve having a chord bearing of North 55 degrees 25 minutes 40 seconds West and**

a chord distance of 79.33 feet; leaving the arc of said curve, run thence North for a distance of 129.43 feet to the POINT OF BEGINNING, containing 2.49 acres, more or less.

The warranty of this conveyance is subject to: (1) all prior severances of oil, gas and minerals of like kind and nature; (2) all existing oil, gas, and mineral leases of record among the Madison County Land Records affecting the subject property; (3) all valid and existing recorded covenants, rights of way, easements and water shed area drainage district; (4) the Zoning Ordinances, Subdivision Regulations, Building Codes, and land use regulations of the governing authority having jurisdiction over the subject property; (5) Ad valorem taxes for the current year are to be paid by Grantor when due. Ad valorem taxes for the year 2022, and subsequent years shall be paid by the Grantee when due.

WITNESS THE SIGNATURE of Dottley Holdings, LLC, a Mississippi Limited Liability Company, on this the 8<sup>th</sup> day of April, 2022.

**DOTLEY HOLDINGS, LLC**  
a Mississippi Limited Liability Company

BY: William J. Dottley  
**WILLIAM J. DOTLEY**  
MANAGING MEMBER

Teresa G. Dottley  
**TERESA G. DOTLEY**  
MANAGING MEMBER

Section 3, Item A)

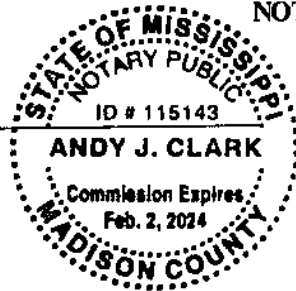
**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

**THIS DAY** personally appeared before me, the undersigned authority in and for said County and State, within named **WILLIAM J. DOTILEY** and **TERESA DOTILEY** who acknowledged to me that they are the Managing Members of Dottley Holdings, LLC, a Mississippi Limited Liability Company, and that on behalf of said entity, and as its act and deed, they signed, sealed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first being so authorized to do.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, on this the 8 day of April, 2022.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



MADISON COUNTY, MS RONNY LOTT  
I CERTIFY THIS INSTRUMENT WAS FILED ON 4/14/2022 8:35:51 AM AND RECORDED IN W BOOK:4196 PAGE:136

**RESTRICTIVE COVENANTS**

**KAYO DRIVE PROPERTY  
GLUCKSTADT MS**

WHEREAS, Dottley Holdings, LLC; Property King Investments, LLC; Khinda Investments, LLC; and Sahler Brothers, LLC (collectively, “the Owners”) are the fee simple owners of real property (collectively, “the Property”) situated in the City of Gluckstadt, Madison County, Mississippi; more particularly described below:

**DOTTLEY HOLDINGS, LLC PARCEL (KAYO DRIVE):**

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½” iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING and leaving said East right-of-way line of Church Road, run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½” iron pin; run thence South 00 degrees 12 minutes 28 seconds West for a distance of 368.36 feet to a set ½” iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 329.89 feet to a set ½” iron pin on the aforesaid East right-of-way line of Church Road; run thence North 00 degrees 49 minutes 00 seconds East along said East right-of-way line of Church Road for a distance of 351.83 feet to the POINT OF BEGINNING, containing 2.71 acres, more or less.

**AND ALSO:**

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½” iron pin on the East right-of-way line of Church Road; leaving said East right-of-way line of Church Road, run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½” iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North 00 degrees 12 minutes 28 seconds East for a distance of 159.33 feet to an existing ½” iron pin; run thence South 87 degrees 55 minutes 50 seconds East for a distance of 520.64 feet to an existing ½”



iron pin; run thence North for a distance of 79.77 feet to a set ½” iron pin; run thence South 89 degrees 59 minutes 10 seconds East for a distance of 437.00 feet to a set ½” iron pin on the West right-of-way line of Calhoun Station Parkway; run thence South 00 degrees 19 minutes 05 seconds West along said West right-of-way line of Calhoun Station Parkway for a distance of 359.56 feet to a set ½” iron pin marking the Point of Curvature of a 8.0472 degree curve bearing to the right having a central angle of 70 degrees 47 minutes 35 seconds and a radius of 712.00 feet; run thence southwesterly along said West right-of-way line of Calhoun Station Parkway and along the arc of said curve an arc length of 257.93 feet to an existing ½” iron pin; said curve having a chord bearing of South 10 degrees 39 minutes 24 seconds West and a chord distance of 256.53 feet; leaving said West right-of-way line of Calhoun Station Parkway and the arc of said curve, run thence South 89 degrees 26 minutes 08 seconds West for a distance of 570.94 feet to an existing ½” iron pin; run thence North for a distance of 16.53 feet to a set ½” iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 338.29 feet to a set ½” iron pin; run thence North 00 degrees 12 minutes 28 seconds East for a distance of 368.36 feet to the POINT OF BEGINNING, containing 12.4 acres, more or less.

**LESS AND EXCEPT:**

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21 and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½” iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described; leaving said East right-of-way line of Church Road, run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½” iron pin; run thence South 00 degrees 12 minutes 28 seconds West for a distance of 248.40 feet to a set ½” iron pin; run thence North 87 degrees 57 minutes 01 seconds East for a distance of 107.54 feet to a set ½” iron pin; run thence South for a distance of 120 feet to a set ½” iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 437.87 feet to a set ½” iron pin on the aforesaid East right-of-way line of Church Road; run thence North 00 degrees 49 minutes 00 seconds East along said East right-of-way line of Church Road for a distance of 351.83 feet to the POINT OF BEGINNING, containing 3.01 acres, more or less.

**AND ALSO LESS AND EXCEPT:**

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½” iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described;

from said POINT OF BEGINNING run thence North for a distance of 79.77 feet to a set 1/2" iron pin; run thence South 89 degrees 59 minutes 10 seconds East for a distance of 437.00 feet to an existing 1/2" iron pin on the West right-of-way line of Calhoun Station Parkway; run thence South 00 degrees 19 minutes 05 seconds West along said right-of-way line of Calhoun Station Parkway for a distance of 254.20 feet to a set 1/2" iron pin; leaving said West right-of-way line of Calhoun Station Parkway, run thence North 89 degrees 59 minutes 10 seconds West for a distance of 370.27 feet to a set 1/2" iron pin on the arc of a 81.05111 degree curve bearing to the left having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence northwesterly along the arc of said curve having a chord bearing of North 55 degrees 25 minutes 40 seconds West and a chord distance of 79.33 feet; leaving the arc of said curve, run thence North for a distance of 129.43 feet to the POINT OF BEGINNING, containing 2.49 acres, more or less.

**AND ALSO LESS AND EXCEPT:**

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest 1/4 of the Southwest 1/4 of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest 1/4 of the Southwest 1/4 of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest 1/4 of the Southwest 1/4 of Section 21, run thence East for a distance of 19.0 feet to an existing 1/2" iron pin on the East right-of-way line of Church Road; leaving said East right-of-way line of Church Road, run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing 1/2" iron pin marking the POINT OF BEGINNING, run thence North 00 degrees 12 minutes 28 seconds East for a distance of 159.33 feet to an existing 1/2" iron pin; run thence South 87 degrees 55 minutes 50 seconds East for a distance of 129.43 feet to a set 1/2" iron pin on the North right-of-way line of a proposed roadway; said point also being on the arc of a 81.02111 degree curve bearing to the left having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence southwesterly along the North and West right-of-way line of a proposed roadway and along the arc of said curve an arc length of 110.11 feet to a set 1/2" iron pin; said curve having a chord distance of 99.03 feet; leaving said West right-of-way line of a proposed roadway and the arc of said curve, run thence South 60 degrees 36 minutes 49 seconds West for a distance of 394.16 feet to an existing 1/2" iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 107.54 feet to an existing 1/2" iron pin; run thence North 00 degrees 12 minutes 28 seconds East for a distance of 248.81 feet to the Point of Beginning, containing 3.64 acres, more or less.

**AND ALSO LESS AND EXCEPT:**

A certain parcel of land situated in the Northwest 1/4 of the Southwest 1/4 of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest 1/4 of the Southwest 1/4 of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest 1/4 of the Southwest 1/4 of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest 1/4 of the Southwest 1/4 of Section 21, run thence East for a distance of 19.0 feet to an existing 1/2" iron pin on the East right-of-way line of Church

Road; leaving said East right-of-way line of Church Road, run thence 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½” iron pin; run thence South 00 degrees 12 minutes 28 seconds West for a distance of 248.41 feet to an existing ½” iron pin; run thence South 87 degrees 56 minutes 19 seconds East for a distance of 107.54 feet to an existing ½” iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING run thence North 60 degrees 36 minutes 49 seconds East for a distance of 394.16 feet to a set ½” iron pin on the West right-of-way line of a proposed roadway; said point also having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence southeasterly along the West, South and East right-of-way line of a proposed roadway an arc length of 194.35 feet to a set ½” iron pin marking the end of said curve; said curve having a chord bearing of South 79 degrees 31 minutes 25 seconds East and a chord bearing of South 79 degrees 31 minutes 25 seconds East and a chord distance of 136.67 feet; run thence South 89 degrees 59 minutes 10 seconds East along said South right-of-way line of a proposed roadway for a distance of 370.00 feet to a set ½” iron pin marking the Point of Intersection of said South right-of-way line of a proposed roadway with the West right-of-way line of Calhoun Station Parkway; leaving said South right-of-way line of a proposed roadway, run thence South 00 degrees 19 minutes 05 seconds West along said West right-of-way line of Calhoun Station Parkway for a distance of 55.36 feet to an existing concrete monument marking the Point of Curvature of a 8.0472 degree curve bearing to the right having a central angle of 70 degrees 47 minutes 35 seconds and a radius of 712.00 feet; run thence southwesterly along said right-of-way line of Calhoun Station Parkway and along the arc of said curve an arc length of 257.93 feet to an existing ½” iron pin; said curve having a chord bearing of South 10 degrees 39 minutes 24 seconds West and a chord distance of 256.53 feet; leaving said West right-of-way line of Calhoun Station Parkway and the arc of said curve, run thence South 89 degrees 26 minutes 08 seconds West for a distance of 570.94 feet to an existing ¾” iron pin; run thence North for a distance of 16.53 feet to an existing ½” iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 230.32 feet to an existing ½” iron pin, run; thence North for a distance of 119.98 feet to the POINT OF BEGINNING, containing 5.19 acres, more or less.

**PROPERTY KING, LLC PARCEL:**

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, run thence East for a distance of 19.0 feet to an existing  $\frac{1}{2}$ " iron pin on the East right-of-way line of Church Road; leaving said East right-of-way line of Church Road, run thence 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing  $\frac{1}{2}$ " iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North 00 degrees 12 minutes 28 seconds East for a distance of 159.33 feet to an existing iron pin; run thence South 87 degrees 55 minutes 50 seconds East for a distance of 520.64 feet to an existing  $\frac{1}{2}$ " iron pin; run thence South for a distance of 129.43 feet to a set  $\frac{1}{2}$ " iron pin on the North right-of-way line of a proposed roadway; said point also being on the arc of a 81.05111 degree curve bearing to the left having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence southwesterly along the North and West right-of-way line of a proposed roadway and along the arc of said curve an arc length of 110.01 feet to a set  $\frac{1}{2}$ " iron pin; said curve having a chord bearing of South 45 degrees 02 minutes 05 seconds West and a chord distance of 99.03 feet; leaving said West right-of-way line of a proposed roadway and the arc of said curve, run thence South 60 degrees 36 minutes 49 seconds West for a distance of 394.16 feet to an existing  $\frac{1}{2}$ " iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 107.54 feet to an existing  $\frac{1}{2}$ " iron pin; run thence North 00 degrees 12 minutes 28 seconds West for a distance of 248.41 feet to the POINT OF BEGINNING, containing 3.64 acres, more or less.

**KHINDA INVESTMENTS, LLC PARCEL:**

A certain parcel of land situated in the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, run thence East for a distance of 19.0 feet to an existing  $\frac{1}{2}$ " iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING run thence North for a distance of 79.77 feet to a set  $\frac{1}{2}$ " iron pin; run thence South 89 degrees 59 minutes 10 seconds East for a distance of 437.00 feet to an existing  $\frac{1}{2}$ " iron pin on the West right-of-way line of Calhoun Station Parkway; run thence South 00 degrees 19 minutes 05 seconds West along said right-of-way line of Calhoun Station Parkway for a distance of 254.20 feet to a set  $\frac{1}{2}$ " iron pin; leaving said West right-of-way line of Calhoun Station Parkway, run thence North 89 degrees 59 minutes 10 seconds West for a distance of 370.27 feet to a set  $\frac{1}{2}$ " iron pin on the arc of a 81.05111 degree curve bearing to the left having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence northwesterly along the arc of said curve having a chord bearing of North 55 degrees 25 minutes 40 seconds West and a chord distance of 79.33 feet; leaving the arc of said

curve, run thence North for a distance of 129.43 feet to the POINT OF BEGINNING, containing 2.49 acres, more or less.

**SAHLER BROTHERS, LLC PARCEL:**

A certain parcel of land situated in the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, run thence East for a distance of 19.0 feet to an existing  $\frac{1}{2}$ " iron pin on the East right-of-way line of Church Road; leaving said East right-of-way line of Church Road, run thence 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing  $\frac{1}{2}$ " iron pin; run thence South 00 degrees 12 minutes 28 seconds West for a distance of 248.41 feet to an existing  $\frac{1}{2}$ " iron pin; run thence South 87 degrees 56 minutes 19 seconds East for a distance of 107.54 feet to an existing  $\frac{1}{2}$ " iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING run thence North 60 degrees 36 minutes 49 seconds East for a distance of 394.16 feet to a set  $\frac{1}{2}$ " iron pin on the West right-of-way line of a proposed roadway; said point also having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence southeasterly along the West, South and East right-of-way line of a proposed roadway an arc length of 194.35 feet to a set  $\frac{1}{2}$ " iron pin marking the end of said curve; said curve having a chord bearing of South 79 degrees 31 minutes 25 seconds East and a chord distance of 136.67 feet; run thence South 89 degrees 59 minutes 10 seconds East along said South right-of-way line of a proposed roadway for a distance of 370.00 feet to a set  $\frac{1}{2}$ " iron pin marking the Point of Intersection of said South right-of-way line of a proposed roadway with the West right-of-way line of Calhoun Station Parkway; leaving said South right-of-way line of a proposed roadway, run thence South 00 degrees 19 minutes 05 seconds West along said West right-of-way line of Calhoun Station Parkway for a distance of 55.36 feet to an existing concrete monument marking the Point of Curvature of a 8.0472 degree curve bearing to the right having a central angle of 70 degrees 47 minutes 35 seconds and a radius of 712.00 feet; run thence southwesterly along said right-of-way line of Calhoun Station Parkway and along the arc of said curve an arc length of 257.93 feet to an existing  $\frac{1}{2}$ " iron pin; said curve having a chord bearing of South 10 degrees 39 minutes 24 seconds West and a chord distance of 256.53 feet; leaving said West right-of-way line of Calhoun Station Parkway and the arc of said curve, run thence South 89 degrees 26 minutes 08 seconds West for a distance of 570.94 feet to an existing  $\frac{3}{4}$ " iron pin; run thence North for a distance of 16.53 feet to an existing  $\frac{1}{2}$ " iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 230.32 feet to an existing  $\frac{1}{2}$ " iron pin, run; thence North for a distance of 119.98 feet to the POINT OF BEGINNING, containing 5.19 acres, more or less.

WHEREAS, the Owners agree that it is in the interest of the Owners to ensure the proper use, development and maintenance of the Property, including each tract, parcel, or lot created therefrom; to preserve the value of the Property, including each tract, parcel, or lot created therefrom; to protect the

environment; to guard against the erection of improper, unsuitable structures and uses; to insure protection from incompatibility and unsightliness; to protect the health and safety of the general public; to attract high quality, aesthetic-conscious business concerns to the Property; and in order to accomplish said purpose the Owners deem it advisable to place thereon covenants which shall run with the land.

NOW, THEREFORE, the undersigned Owners, hereby declare that any association, person or corporation holding title to any tract, parcel, or lot comprising the Property shall use the said Property only in accordance with the hereinafter set forth restrictive covenants, and any conveyance of any right, title or interest to any tract, parcel, or lot in right, title or interest therein, or any and all successors, transferees, or assigns, shall be subject to the following restrictive covenants

**ARTICLE I  
GENERAL PROVISIONS**

100. Purpose of Restrictive Covenants. The real property herein described (the “Property”) is subject to the covenants, conditions, restrictions, regulations, and reservations hereby declared (the “Restrictive Covenants”) for the following purposes:

100.1 To establish the Property as an area within the community where it is deemed desirable to locate commercial activities, and related operations;

100.2 To ensure proper use and appropriate development and improvement of each building site within the Property.

100.3 To protect the owners of the property located adjacent to the Property, as well as the Owners, lessees or occupants (hereinafter called “Tenants”) of lots or parcels within the Property against improper and undesirable use of surrounding building sites within the Property which will depreciate the value of their property or materially interfere with their business operation conducted on such sites;

100.4 To encourage the erection of attractive improvements, with appropriate placement on building sites within the Property;

100.5 To guard against the erection of structures built of improper or unsuitable materials;

100.6 To prevent haphazard and inharmonious improvement of building sites;

100.7 To secure and maintain proper setbacks from streets and adequate open spaces between structures; and

100.8 In general, to provide for a high quality of improvement of said properties within the Property.

101. Covenants to Run with Land

101.01 These Restrictive Covenants shall run with the land and bind the Owners, their successors and assigns, and all persons or entities receiving any interest in and to any part of the Property whether by deed, lease or otherwise; all of the foregoing claiming by, though, or under any of them shall be taken to hold, agree, and covenant with the Owners, their successors and assigns, and with each of them, and all of the foregoing, to conform to and observe these Restrictive Covenants; but none of these Restrictive Covenants shall be binding on any of the foregoing except during its ownership, occupancy, or use of the land subject to them. These Restrictive Covenants shall continue in effect for a period of twenty-

five (25) years from the date these Restrictive Covenants are initially recorded. After the expiration of such twenty-five (25) year period, these Restrictive Covenants shall be automatically extended for successive periods of ten (10) years each, unless terminated as provided below.

102. Amendment or Termination

102.01 These Restrictive Covenants may be amended in whole or in part or terminated upon agreement in writing by the record owners in fee simple of more than seventy-five percent (75%) of the land subject to these Restrictive Covenants, based on the number of acres so owned divided by the number of acres subject to these Restrictive Covenants. Any such agreement to amend or terminate these Restrictive Covenants shall not become effective until: an attorney licensed in the state of Mississippi certifies the names of all record owners in fee simple of the land subject to these Restrictive Covenants; and, a professional surveyor licensed by the state of Mississippi certifies the number of acres owned by such record owners; and, the agreement and the certifications are recorded in the Office of Madison County, Mississippi Chancery Clerk. The aforementioned certifications shall be deemed conclusive evidence of such record ownership in fee simple and such acreage.

103. Enforcement

103.01 The Owners of any lot or parcel within the Property, and their successors and assigns, shall have the right, but not the obligation, to enforce these Restrictive Covenants at law or in equity; the failure of the Owner of a lot or parcel within the Property, and their successors or assigns, to enforce any of these Restrictive Covenants at the time of the violation shall not be deemed a waiver of the right to do so as to any subsequent violation. Enforcement may be by any proceeding at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, or both. The remedies provided herein are not exclusive but are cumulative of and in addition to any other remedies by law or otherwise. Any person or entity which brings an action to enforce these Restrictive Covenants, and prevails, shall be entitled to recover attorneys' fees and other costs and expenses.

104. Partial Invalidity

104.01 The invalidation of any of these Restrictive Covenants by judgment or order of court shall not affect any of the other Restrictive Covenants that shall remain in full force and effect.

105. Government Regulations

105.01 Each owner, occupier or user of land subject to these Restrictive Covenants shall be responsible for compliance with applicable restrictions and other regulations imposed by law by the United States or by the state of Mississippi and its political subdivisions, including but not limited to, air & water pollution; zoning; land development regulations, including drainage, minimum roadway construction standards, parking, landscaping, signage, and any other applicable requirements.

ARTICLE II  
PERMITTED USES

200. Zoning/Overlay Designations/Permitted Uses

200.01 The Property lies in the regulatory jurisdiction of the City of Gluckstadt, Mississippi and is currently zoned Highway Commercial (C-2) District. As described in the Ordinance, the purpose of the C-2 District is to provide relatively spacious areas for the development of vehicle-oriented commercial

activities which typically require direct auto traffic access and visibility from highway or other major thoroughfares. It is the intent of the Ordinance that shopping centers and independent commercial uses be developed so that vehicular circulation is coordinated with the circulation patterns of adjacent properties in the vicinity that are also affected. Permitted uses in the C-2 District, include any use permitted in the General Commercial (C-1) District, subject to the regulations of that districts.

200.02 Notwithstanding the current land use regulatory controls applicable to the Property, and except as otherwise prohibited in accordance with Section 301 hereof, the following uses of property within the Property are permitted:

- 200.02-01 supermarkets,
- 200.02-02 hotels and motels,
- 200.02-03 bowling alleys, skating rinks, motion picture theaters and similar indoor recreational or entertainment enterprises conducted in fully-enclosed buildings,
- 200.02-04 mortuaries and funeral homes,
- 200.02-05 all restaurants,
- 200.02-06 convenience stores,
- 200.02-07 vehicle sales, rental or lease (new cars only)
- 200.02-08 vehicle service centers,
- 200.02-09 yard and garden centers, nurseries and greenhouse operations
- 200.02-10 garages/body shops with indoor storage of vehicles stored on site,
- 200.02-11 any other use which the Board of Alderman of the City of Gluckstadt determines to be of the same use and character of those specifically permitted above.

201. Prohibited Uses

201.01 Notwithstanding any land uses permitted in Section 200.02, no land comprising any lot or parcel within, or building located upon, the Property shall be used or occupied which does not conform to the standards set forth herein. In addition, the following uses are specifically prohibited:

- 201.01-01 Residential home (single or multi-family) uses,
- 201.01-02 Junkyards or salvage yards,
- 201.01-03 Rubbish, garbage, trash dumps or sanitary landfills,
- 201.01-04 Primary metal manufacturing, including: blast furnaces, steel works, and the rolling and finishing of ferrous metals; iron and steel foundries; primary smelting and refining of non-ferrous metals; and similar such activities;
- 201.01-05 Slaughterhouses or stockyards,



201.01-06 Concrete or asphalt manufacture (unless undertaken solely in support of construction upon the same parcel or lot),

201.01-07 Commercial incineration.

201.01-08 Quarrying or mining (including sand and gravel pits),

201.01-09 Petroleum production,

201.01-10 Drilling for, or excavation or extraction of, subsurface minerals, including without limitation oil, natural gas and carbon dioxide,

201.01-11 Facilities of which the primary use is the manufacture or storage of fireworks, gunpowder or other such highly flammable or explosive materials; provided that such prohibition is not intended to, nor shall it, prohibit the storage of flammable or explosive materials for use in any manufacturing or processing operation permitted in Section 300 to the extent any such materials are properly stored and handled in accordance with applicable law, including, without limitation, any applicable federal, state and local regulations;

201.01-12 Facilities of which the primary use is the manufacture or storage of hazardous chemicals or fertilizers; provided that such prohibition is not intended to, nor shall it, prohibit the storage of hazardous chemicals for use in any manufacturing or processing operation permitted in Section 300 to the extent any such materials are properly stored and handled in accordance with applicable laws, including, without limitation, any applicable federal, state and local regulations;

201.01-13 Facilities of which the primary use is the treatment, storage or disposal of hazardous waste, provided that such prohibition is not intended to, nor shall it, prohibit the treatment, storage or disposal of hazardous waste from any manufacturing or processing operation permitted in Section 2.1 to the extent any such materials are properly stored and handled in accordance with all applicable laws, including, without limitation, any applicable federal, state and local regulation

201.01-14 Outdoor advertising (billboards),

201.01-15 Outside storage, unless in conformance with the appropriate section herein,

201.01-16 In addition to those prohibited uses described in subsections 201.01-01 through 201.01-15 immediately above, any other operation or activity that creates a nuisance to human health or safety because of an excess attraction of insects or wildlife to the Property or any portion thereof; and

201.01-17 In addition to those prohibited uses described in subsections 201.01-01 through 201.01-15 immediately above, any other business operation or activity emitting dust particles, gases, fumes, smoke, vibrations or noise in excess of the applicable limit for any such emission under applicable local, state and federal law and the regulations of the Mississippi Department of Environmental Quality and the U.S. Environmental Protection Agency.

Notwithstanding the general prohibitions described in subsections 201.01-01 through 201.01-17 above, such prohibitions are not intended to, nor shall they, limit or restrict the performance of construction activities conducted in association with the construction, development, improvement or maintenance of any building, facility or operation permitted in Section 300 above, including, without limitation, clearing and grubbing work, soil excavation and other such activities customarily associated with preparation of a site for such construction, development, improvement or maintenance of a permitted building, facility or operation. Furthermore, such prohibitions are not intended to, nor shall they, limit or restrict the sale, service and storage of any goods manufactured, fabricated, or processed on the Property or any portion thereof.

202. Rezoning

202.01 No portion of the Property shall be rezoned from its current zoning designation unless specifically authorized in writing by the Owners deemed to be the record owner in fee simple of more than seventy-five percent (75%) of the land in accordance with Section 102.1.

ARTICLE III  
DEVELOPMENT PLAN APPROVAL AND SPECIFICATIONS

300. Approval of Plans and Specifications

300.01 The City of Gluckstadt shall have the right to approve the architectural, landscaping and engineering plans for all structures to be located upon the Property, as well as the site plans therefor to ensure compliance with these covenants and designated building codes. No construction or modification for existing specifications shall be allowed to proceed prior to such approval(s) by the City of Gluckstadt. All plans and specifications shall be prepared under the direction of a professional engineer and/or architect registered in the State of Mississippi and shall bear his seal. Published codes and regulations to be complied with shall be:

300.01-01 Southern Standard Building Code or such other building code as may be adopted and required by the County or other governing authority with jurisdiction over construction in the MEGASITE from time to time from time to time.

300.01-02 Southern Standard Plumbing Code or such other plumbing code as may be adopted and required by the County or other governing authority with jurisdiction over construction in the MEGASITE from time to time from time to time.

300.01-03 Southern Standard Gas Code or such other gas code as may be adopted and required by the County or other governing authority with jurisdiction over construction in the MEGASITE from time to time from time to time.

300.01-04 Southern Standard Mechanical Code or such other mechanical code as may be adopted and required by the County from time to time.

300.01-05 National Electrical Code or such other electrical code as may be adopted and required by the County or other governing authority with jurisdiction over construction in the Property from time to time..

300.01-06 Flammable and Combustible Liquids Code or such other code as may be adopted and required by the County or other governing authority with jurisdiction over construction in the Property from time to time with respect to flammable and/or combustible liquids.

300.01-07 A.R.E.A. Standards for Spur Tracks or such other code as may be adopted and required by the County or other governing authority with jurisdiction over construction in the Property from time to time with respect to railway and related construction.

300.01-08 Any other published codes pertinent to a particular industry.

300.01-09 Approval obtained from the Mississippi Air and Water Pollution Control Commission and U.S. Environmental Protection Agency, if required by a particular industry.

300.02 Prior to construction or alteration of any building or improvements on a building lot within the Property, any person or entity seeking such construction or alteration shall provide the required number of sets of site plans and specifications for such building or alteration, and same shall be submitted to the City of Gluckstadt as required by the City of Gluckstadt

301. Required Conditions

301.01 Setbacks. Setbacks set forth in the City of Gluckstadt ordinances shall control.

301.03 Exterior Buildings. The exterior walls of all buildings erected on the Property shall be of material approved by the City of Gluckstadt.

301.04 Maximum Building Coverage. The total floor area of all buildings shall not exceed sixty percent (50%) of the total lot area.

301.05 Storage. All materials and equipment shall be stored in completely enclosed buildings or shall otherwise be screened by such wall, fences and landscaping as may be determined by the City of Gluckstadt.

301.06 Landscaping. Each Owner shall landscape that portion of its property between buildings and curb line of abutting streets and shall remove undergrowth, weeds, debris and any other unsightly materials from the remainder of the property at his own expense. Each Tenant owning, leasing or otherwise occupying all or a portion of the Property shall maintain its landscaping in a safe, clean and attractive condition and comply in all respects with all applicable government, health, fire and police requirements and regulations.

301.07 Trees. Owners, or their tenants leasing or otherwise occupying all or a portion of the Property shall make reasonable efforts to preserve the natural beauty of their respective properties and, in this regard, shall not needlessly destroy or remove live trees, except as reasonably required for the construction of real property improvements, including parking areas, or as may otherwise be required for security or visibility purposes. Such Owners, or their tenants shall make reasonable efforts to install and maintain landscaping plant materials (bushes, shrubs or flowers if desired) around the entrance(s) to their properties located within the Property.

301.08 Off-Street Parking. No parking or loading shall be permitted on any street or road, either public or private, or any other place than the paved parking or loading areas provided in accordance with the following, and each Tenant shall be responsible for compliance by its employees and visitors:

301.08-01 Location. Off street parking areas shall be determined by site plan and approved by the City of Gluckstadt.

301.08-02 Paving. All driveways and parking areas shall be constructed with a hard-surfaced pavement and shall include adequate drainage facilities to dispose of all stormwater.

301.08-03 Permitted Usage. Off street parking areas shall be used for the parking of passenger vehicles or commercial and other vehicles incident to the business conducted on the property. No commercial repair work or any services of any kind shall be conducted on such parking areas.

301.08-04 Lighting. No area lighting shall be directed away from a Tenant's property such that it is intended to shine on or towards any public road or adjacent residential area(s).

301.10 Floodplain Areas. All buildings shall be constructed such that the finished floor elevation is above the current one hundred (100) year flood elevation as determined by the Federal Emergency Management Agency. Additionally, the existing topography shall not be altered in such a way as to impede flow during flood conditions or increase other properties' risk of flooding.

302. Performance Standards.

302.01 All of the following minimum standards must be complied with:

302.01-01 Fire and Explosion Hazards. All activities shall be carried on only in structures which conform to the National Board of Fire Underwriters' standards concerning the plant operation and storage of explosive raw materials, fuels, liquids and finished products.

302.01-02 Radioactivity. All activities located in the MEGASITE shall comply with the Federal Regulations, "Standards for Protection Against Radiation."

302.01-03 Vibration. There shall be no vibration which is discernible to the human sense of feeling beyond the immediate site on which such activity is conducted.

302.01-04 Liquid of Solid Wastes. All methods of sewage and industrial waste treatment and disposal shall be approved by Mississippi State Health Department and the Mississippi Air and Pollution Control Commission. More specifically, all sanitary waste must be discharged into the sanitary sewer system.

302.01-05 Site Drainage. No driveways, walks, parking areas, etc., may be constructed across any drainage ditch, channel or swale without providing adequate culverts or water ways openings for natural drainage: Such culverts or structures shall provide the minimum waterway opening and shall be at the proper grade. No rain and stormwater runoff or such drainage as roof water, street pavement, and surface water caused by natural precipitation or groundwater for footing or foundation drains or other subsurface water drainage shall be any time be discharged into or permitted to into the sanitary sewer system.

302.01-06 Stormwater Runoff. For all proposed developments, an appropriate analysis shall be performed to determine the impact that the proposed development will have on existing drainage conditions. Based upon the analysis, evidence will be submitted which sufficiently demonstrates that the proposed development will not have an adverse impact on existing drainage; otherwise, an appropriate stormwater detention facility will be constructed to mitigate the increased runoff.

303. Signs

303.01 Advertising signs are prohibited, except those signs which advertise the business conducted on the property. The size, height, and location of proposed advertising signs must be approved by the City of Gluckstadt prior to the installation or construction of each sign.

303.02 No sign shall be lighted by means of flashing or intermittent illumination.

303.03 There shall be no sign erected which will obstruct the view of traffic.

303.04 Traffic control, parking and directional signs conforming generally in size, shape and type to recognized traffic signs are permitted.

303.05 No banner style "For Sale" or "For Lease" signs or any other banner style sign shall be draped from any building.

ARTICLE IV  
OWNER'S ASSOCIATION

400.01 All owners of the Property are bound by by-laws, rules, and regulations of a Property Owner's Association to be comprised of owners of tracts, parcels, and lots of the Property including such by-laws, rules, and regulations as relate to the payment of fees and assessments adopted by such association, if any.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

In witness whereof, the parties have executed this instrument on the dates of their respective acknowledgments below and effective as of the latter acknowledgment date.

DOTTLEY HOLDINGS, LLC

PROPERTY KING INVESTMENTS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

KHINDA INVESTMENTS, LLC

SAHLER BROTHERS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he/she is \_\_\_\_\_ of DOTTLEY HOLDINGS, LLC, a Mississippi limited liability company, and that for and on behalf of said company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is \_\_\_\_\_ of PROPERTY KINGS INVESTMENTS, LLC, and that for and on behalf of said \_\_\_\_\_, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ so to do.

NOTARY PUBLIC

My Commission Expires:



STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is \_\_\_\_\_ of KHINDA INVESTMENTS, LLC, and that for and on behalf of said \_\_\_\_\_, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ so to do.

NOTARY PUBLIC

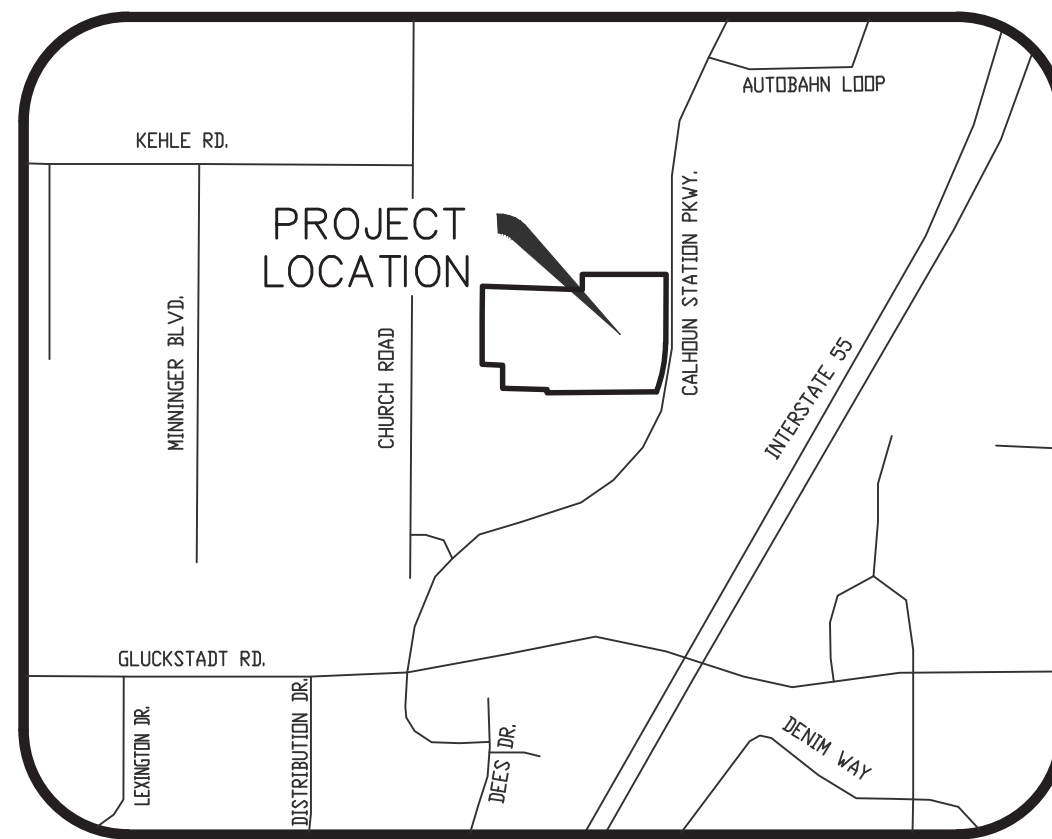
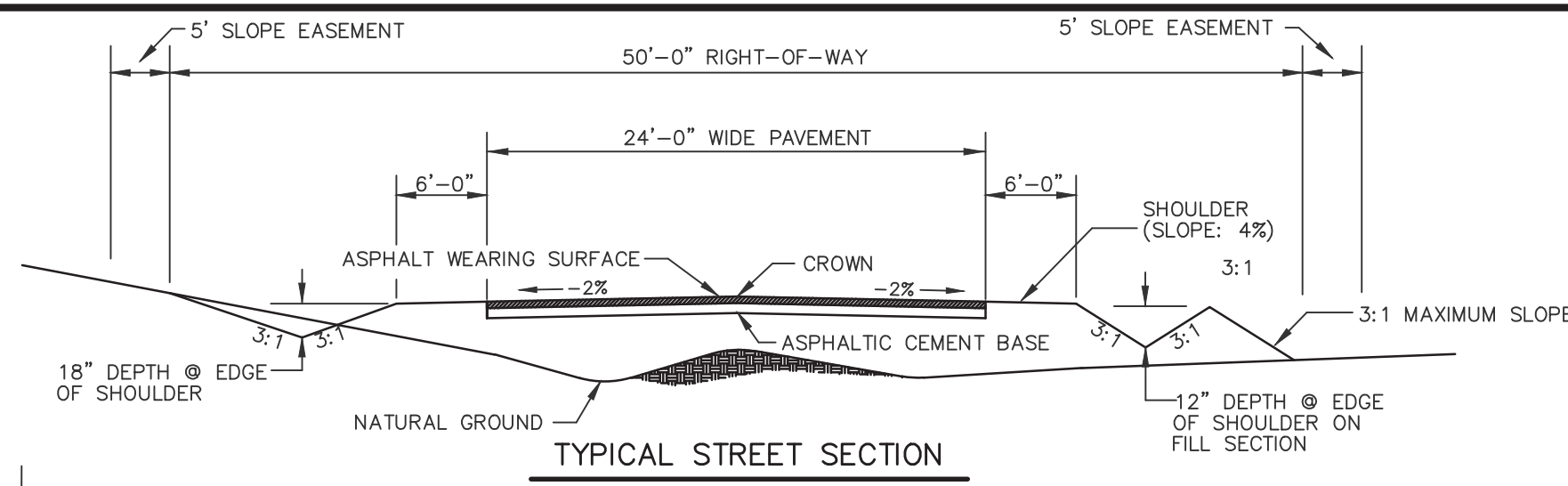
My Commission Expires:

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

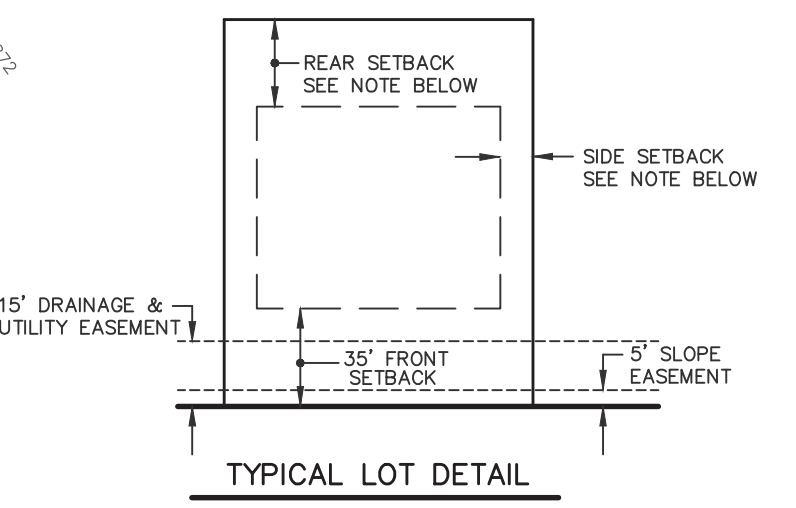
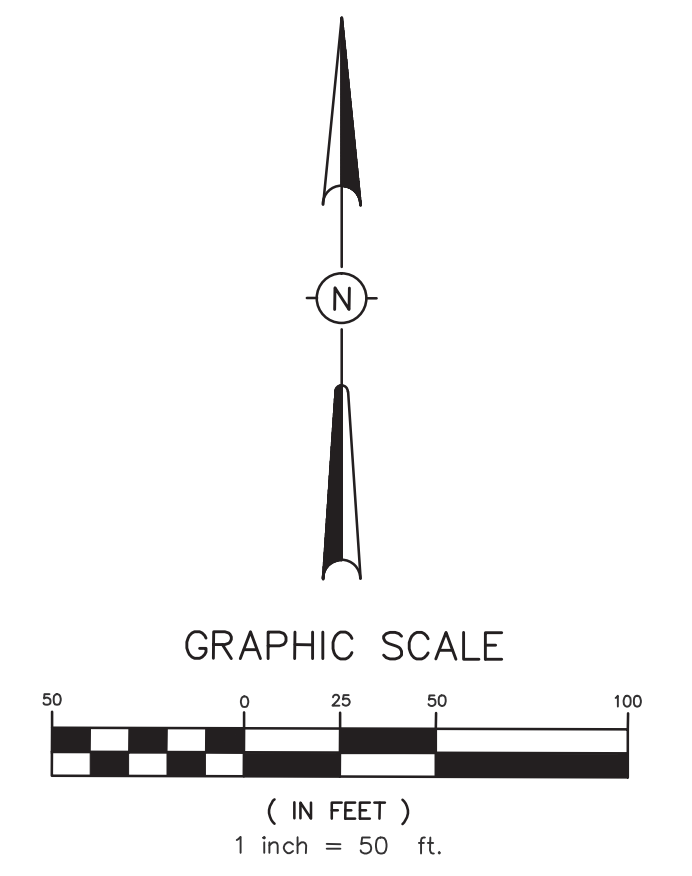
Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that he is \_\_\_\_\_ of SAHLER BROTHERS, LLC, and that for and on behalf of said \_\_\_\_\_, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said \_\_\_\_\_ so to do.

NOTARY PUBLIC

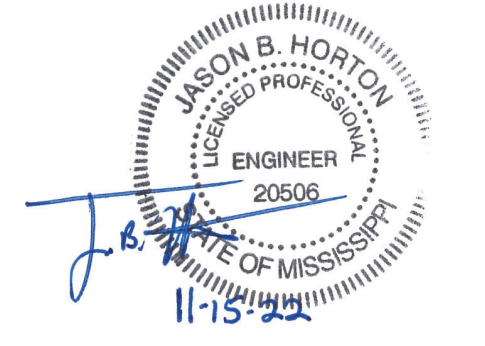
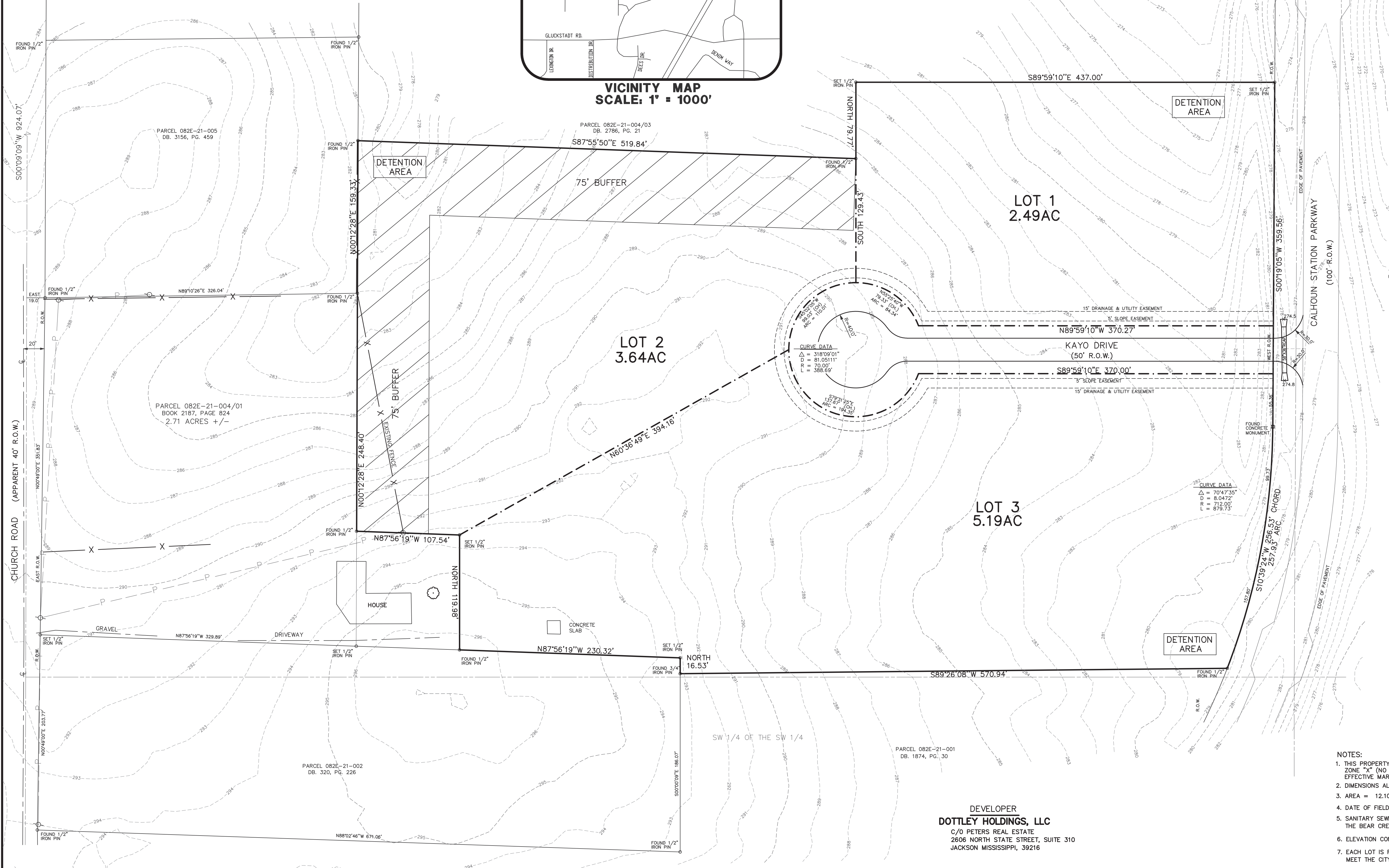
My Commission Expires:



NW 1/4 OF THE SW 1/4



ZONING: HIGHWAY COMMERCIAL DISTRICT (C-2)  
 NOTE: SIDE AND REAR SETBACKS NOT ABUTTING RESIDENTIAL: 5 FEET  
 SIDE AND REAR SETBACKS ABUTTING RESIDENTIAL: 50 FEET



MATHEMATICAL CLOSURE:  
 ERROR OF CLOSURE: 0.0087  
 PERIMETER: 3105.74  
 PRECISION: 0.0000028013  
 GREATER THAN 1/10,000

- NOTES:
1. THIS PROPERTY LIES WITHIN THE LIMITS ESTABLISHED FOR ZONE "X" (NO SHADING) ACCORDING TO FIRM MAP NUMBER 28089C0415F EFFECTIVE MARCH 17, 2010.
  2. DIMENSIONS ALONG CURVES ARE CHORD DISTANCES.
  3. AREA = 12.10 ACRES +/-
  4. DATE OF FIELD SURVEY: 11-30-20
  5. SANITARY SEWER AND WATER DISTRIBUTION SYSTEMS ARE IN THE BEAR CREEK WATER ASSOCIATION CERTIFICATED AREA.
  6. ELEVATION CONTOURS ARE REFERENCED TO VERTICAL DATUM NAVD 88.
  7. EACH LOT IS RESPONSIBLE FOR THEIR OWN STORM WATER DETENTION AND MUST MEET THE CITY OF GLUCKSTADT SUBDIVISION REGULATION REQUIREMENTS.

DEVELOPER  
**DOTTLEY HOLDINGS, LLC**  
 C/O PETERS REAL ESTATE  
 2606 NORTH STATE STREET, SUITE 310  
 JACKSON MISSISSIPPI, 39216

DRAWING NO.

**H D LANG AND ASSOCIATES, INC.**  
 POST OFFICE BOX 16085 JACKSON, MISSISSIPPI 39236  
 601-362-4886

CLIENT  
 PRELIMINARY PLAT  
 FOR  
**KAYO PLACE**

LOCATION  
 SITUATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 21,  
 TOWNSHIP 8 NORTH, RANGE 2 EAST  
 GLUCKSTADT, MADISON COUNTY, MISSISSIPPI

DATE	REVISION	BY	DRAWN BY: JBH
			DATE: 10-27-22
			SCALE: 1" = 50'
			BOOK: PAGE:
			PROJECT NO.: 17-035

SHEET



MADISON COUNTY, MS

I certify this instrument

05/02/2022 9:09:24

Inst. 955959 Page 1 of 4

Book: W - 4202 / 841.00

Witness my hand and seal

RONNY LOTT, C.C. BY: RGK D.C.

Section 3, Item A)

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**WARRANTY DEED**

**GRANTOR:**

**DOTLEY HOLDINGS, LLC**  
a Mississippi Limited Liability Company

**GRANTEE:**

**SAHLER BROTHERS, LLC**  
a Mississippi Limited Liability Company

**ADDRESS:**

**235 GLUCKSTADT ROAD**  
**MADISON, MS 39110**

**ADDRESS:**

**254 CEDAR HILL ROAD**  
**FLORA, MS 39071**

**TELEPHONE:**

**601-586-9569**

**TELEPHONE:**

**601-503-6860**

**PREPARED BY & RETURN TO:**

**ANDY J. CLARK**  
**LAW OFFICES OF ANDY J. CLARK, PLLC**  
**567 HIGHWAY 51 NORTH, STE C**  
**RIDGELAND, MS 39157**  
**T: 601-622-7334**  
**STATE BAR NO. 102903**

**INDEXING INSTRUCTIONS:**

**NW 1/4 of the SW 1/4 Section 21, Township 8N, Range 2E**  
**Madison County, Mississippi**



**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

**DOTTLEY HOLDINGS, LLC**  
a Mississippi Limited Liability Company -----GRANTOR

**TO:**

**SAHLER BROTHERS, LLC, LLC**  
a Mississippi Limited Liability Company -----GRANTEE

**WARRANTY DEED**

**FOR AND IN CONSIDERATION** of the sum of **TEN DOLLARS (\$10.00)**, this day cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **DOTTLEY HOLDINGS, LLC, a Mississippi Limited Liability Company** (hereinafter referred to as "Grantor") does hereby grant, bargain, sell, convey and warrant unto, **SAHLER BROTHERS, LLC, a Mississippi Limited Liability Company** (hereinafter referred to as "Grantees"), the following described tract or parcel of land being located and situated in **MADISON COUNTY, MISSISSIPPI**, to-wit:

**A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:**

**Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½" iron pin on the East right-of-way line of Church Road; leaving said East right-of-way line of Church Road, run thence 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½" iron pin; run thence South 00 degrees 12 minutes 28 seconds West for a distance of 248.41 feet to an existing ½" iron pin; run thence South 87 degrees 56 minutes 19 seconds East for a distance of 107.54 feet to an existing ½" iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING run thence North 60 degrees 36 minutes 49 seconds East for a distance of 394.16 feet to a set ½" iron pin on the West right-of-way line of a proposed roadway; said point also having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence southeasterly along the West, South and East right-of-way line of a proposed roadway an arc length of 194.35 feet to a set ½" iron pin marking the end of said curve; said curve having a chord**

bearing of South 79 degrees 31 minutes 25 seconds East and a chord bearing of South 79 degrees 31 minutes 25 seconds East and a chord distance of 136.67 feet; run thence South 89 degrees 59 minutes 10 seconds East along said South right-of-way line of a proposed roadway for a distance of 370.00 feet to a set ½" iron pin marking the Point of Intersection of said South right-of-way line of a proposed roadway with the West right-of-way line of Calhoun Station Parkway; leaving said South right-of-way line of a proposed roadway, run thence South 00 degrees 19 minutes 05 seconds West along said West right-of-way line of Calhoun Station Parkway for a distance of 55.36 feet to an existing concrete monument marking the Point of Curvature of a 8.0472 degree curve bearing to the right having a central angle of 70 degrees 47 minutes 35 seconds and a radius of 712.00 feet; run thence southwesterly along said right-of-way line of Calhoun Station Parkway and along the arc of said curve an arc length of 257.93 feet to an existing ½" iron pin; said curve having a chord bearing of South 10 degrees 39 minutes 24 seconds West and a chord distance of 256.53 feet; leaving said West right-of-way line of Calhoun Station Parkway and the arc of said curve, run thence South 89 degrees 26 minutes 08 seconds West for a distance of 570.94 feet to an existing ¾" iron pin; run thence North for a distance of 16.53 feet to an existing ½" iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 230.32 feet to an existing ½" iron pin, run; thence North for a distance of 119.98 feet to the POINT OF BEGINNING, containing 5.19 acres, more or less.

The warranty of this conveyance is subject to: (1) all prior severances of oil, gas and minerals of like kind and nature; (2) all existing oil, gas, and mineral leases of record among the Madison County Land Records affecting the subject property; (3) all valid and existing recorded covenants, rights of way, easements and water shed area drainage district; (4) the Zoning Ordinances, Subdivision Regulations, Building Codes, and land use regulations of the governing authority having jurisdiction over the subject property; (5) Grantor's contractual Right to Repurchase the above-referenced property if construction or improvement have not begun within one (1) year of completion of the road/cul-de-sac accessing the above-referenced property, and acceptance of such road by the appropriate governmental authority, and installation by Grantor of utilities (electricity, sewer, and water); or Grantee determines that any portion of the above-referenced property is not to be used by Grantee for construction and improvement, and Grantee intends to sell any portion of the above referenced property. This Right to Repurchase shall expire if Grantor fails to exercise such Right to Repurchase by giving written notice to Grantee within six (6) months of the anniversary of the Closing Date on the above-referenced property, being the expiration date of Grantor's right to repurchase; (6) Ad valorem taxes for the current year are to be paid by Grantor

Section 3, Item A)

when due. Ad valorem taxes for the year 2023, and subsequent years shall be paid by the Grantee when due.

WITNESS THE SIGNATURE of Dottle Holdings, LLC, a Mississippi Limited Liability Company, on this the 29 day of April, 2022.

**DOTLEY HOLDINGS, LLC**  
a Mississippi Limited Liability Company

BY: William J. Dotley  
**WILLIAM J. DOTLEY**  
MANAGING MEMBER

Teresa G. Dotley  
**TERESA G. DOTLEY**  
MANAGING MEMBER

**STATE OF MISSISSIPPI**  
**COUNTY OF MADISON**

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, within named **WILLIAM J. DOTLEY** and **TERESA DOTLEY** who acknowledged to me that they are the Managing Members of Dottle Holdings, LLC, a Mississippi Limited Liability Company, and that on behalf of said entity, and as its act and deed, they signed, sealed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first being so authorized to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 29 day of April, 2022.

[Signature]  
NOTARY PUBLIC



MY COMMISSION EXPIRES

MADISON COUNTY, MS RONNY LOTT  
I CERTIFY THIS INSTRUMENT WAS FILED ON 5/2/2022 9:09:24 AM AND RECORDED IN W BOOK:4202 PAGE:841



MADISON COUNTY, MS

I certify this instrument

04/14/2022 8:39:43 AM

Inst. 954891 Page 1 of 8

Book: T - 4196 / 150.00

Witness my hand and seal

RONNY LOTT, C.C. BY: DA D.C.

Section 3, Item A)

**PREPARED BY AND RETURN TO:**

**ANDY J. CLARK (MSB #102903)  
LAW OFFICES OF ANDY J. CLARK, PLLC  
567 Highway 51 North  
Suite C  
Ridgeland, MS 39157  
601-622-7334**

**Indexing Instructions:  
NW ¼ of the SW ¼ of Section 21, Township 8N, 2E**

**DECLARATION OF COVENANTS AND EASEMENT MAINTENANCE AGREEMENT**

**DECLARANT:**

**DOTTLEY HOLDINGS, LLC  
a Mississippi Limited Liability Company  
235 GLUCKSTADT ROAD  
MADISON, MS 39110  
601-586-9569**

**KHINDA INVESTMENTS, LLC  
a Mississippi Limited Liability Company  
150 CARRINGTON DRIVE  
MADISON, MS 39110  
601-665-9090**



**DECLARATION OF COVENANTS AND EASEMENT MAINTENANCE AGREEMENT**

This Declaration of Covenants and Easement Maintenance Agreement is made and entered into on this \_\_\_\_ day of April, 2022 by and between Dottley Holdings, LLC, a Mississippi Limited Liability Company, ("Dottley") and Khinda Investments, LLC, a Mississippi Limited Liability Company ("Parties"), being the Owners of property in the NW ¼ of the SW ¼ of Section 21, Township 8N, 2E, said property being described and depicted in Exhibit "A" attached hereto (the "Property").

WHEREAS, The Property has physical access to an abutting public road, and Dottley has agreed to construct an access road/cul-de-sac accessing the Property from Calhoun Station Parkway, and as generally depicted on Exhibit "A" at Dottley's expense; and

WHEREAS, Dottley has agreed to provide utilities (electricity, sewer, and water) to the Property at its boundary at Dottley's expense; and

WHEREAS, the Parties desire to establish a Private Road Easement and Maintenance Agreement, and an Easement for public and private utilities for their benefit and for the benefit of the remaining lands and all future owners of lots and parcels described in Exhibit "A"; and

NOW THEREFORE, in accordance with the terms and conditions of this Agreement and in consideration of the mutual benefits contained herein is hereby agreed among the parties as follows:

1. Following completion of the private road, over and along the property, and supply of utilities (electricity, sewer, and water) to the Property at its boundary as described and depicted in Exhibit "A," the owner or owners of each parcel shall share equally with and in the cost of maintaining and/or improving the Private Road Easement, and Easement for public and private utilities. Such share of the cost shall be based upon the total number of lots or parcels of improved property, each such lot or parcel being one unit, and subject to the terms, conditions and definitions set forth herein.

2. Prior to any costs being incurred for normal maintenance of said easement, a simple majority of the owners of improved lots or parcels shall agree to such normal maintenance being performed and the cost of such maintenance. "Normal maintenance" shall include, but not be limited to repairs as necessary. "Simple majority" shall be determined by the total number of lots or parcels of improved property, each such lot or parcel having one (1) vote. Multiple improved lots or parcels with single ownership shall have one (1) vote for each parcel, provided, however, that each such vote shall constitute a separate share or unit for purposes of the cost of maintenance. "Improved parcel" or "improved property" shall include any lot or parcel on which construction of any building or other improvement has commenced, and access to such "improved parcel" or "improved property" is gained from said easement and not directly from a public road.

3. Prior to any costs being incurred for major capital improvements for said easement, all of the lots or parcels, improved or unimproved, shall agree to such capital improvement and the cost thereof. "Major capital improvement" shall include, but not be limited to, repaving and repair. Each lot or parcel shall be liable for one (1) equal share of the total cost of such improvement, such share being based on the total number of lots or parcels having rights in said easement, each such lot or parcel being one unit or share.

4. Any costs incurred for normal maintenance or major capital improvements of said easement as described herein shall be a burden upon the land with a lien therefor against any lot or parcel for which such costs have to be paid by the owner or owners of any such lot or parcel. Any such lien shall attach upon the filing and recording of a Notice of Lien by the owners of any of the remaining lots or parcels which are subject to and liable for such cost. Such notice shall set forth the description of the lot or parcel or property against which the lien is claimed, whether the expenditure is for normal maintenance or for major capital improvement, the total amount of the expenditure, the portion attributable to such parcel or property, and the date or dates of such expenditures. A copy of such notice shall be sent to the owner or owners of such parcel against which the lien is claimed by regular mail, with postage prepaid, at the last known address of such owner or owners.

5. The owner or owners of each lot or parcel shall be separately responsible to repair, and for the costs thereof, of any damage caused to the easement as a result of extraordinary use. "Extraordinary use" shall include, but not be limited to, movement of construction equipment, moving vans, commercial trucks, or other heavy loads, movement of recreational vehicles or increased usage not ordinarily consistent with normal traffic. The owner or owners of such parcel or parcels, whether improved or unimproved shall not be responsible for such repair or costs until such time as said easement is used by them or construction is commenced on such parcel. In the event that any owner or owners or their agents, employees or invitees cause the type of damage described herein shall fail to make the necessary repairs, the remaining parcel owners may do so after 10 days' notice to such owner or owners, and any costs so expended shall be a burden upon the land of such owner or owners with a lien enforceable as set forth herein.

6. The owners of any and all of the property using the road shall refrain from prohibiting, restricting, limiting or in any manner interfering with normal ingress and egress and use by any of the other owners. Normal ingress and egress and use shall include use by family, guests, invitees, vendors, tradesman, delivery persons, and others bound to or returning from any of the properties and having a need to use the road.

7. The owner or owners of each lot or parcel shall exclusively be entitled to and obligated equally to maintain, repair and improve the private easement area described in the easement description for ingress, egress and private and public utilities.

8. The parties further acknowledge that the aforesaid covenants are deed restrictions that are to be applicable to the aforesaid described parcels and are being granted in part, to avoid future problems on said parcels that will arise if additional structures were to be constructed on portions thereof.

This agreement and covenant runs with the land and is binding on all future owners, heirs, assigns, and successors in title.

This DECLARATION OF COVENANTS AND EASEMENT MAINTENANCE AGREEMENT shall take effect when executed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement and covenant on this the 8 day of April, 2022.

**DOTTLEY HOLDINGS, LLC**  
a Mississippi Limited Liability Company

**KHINDA INVESTMENTS, LLC**  
a Mississippi Limited Liability Company

William J. Dottley  
**WILLIAM J. DOTTLEY**  
MANAGING MEMBER

Paramjit S. Khinda  
**PARAMJIT S. KHINDA**  
AUTHORIZED MEMBER

Teresa G. Dottley  
**TERESA G. DOTTLEY**  
MANAGING MEMBER

**STATE OF MISSISSIPPI**  
**COUNTY OF MADISON**

**THIS DAY** personally appeared before me, the undersigned authority in and for said County and State, within named **WILLIAM J. DOTTLEY** and **TERESA DOTTLEY** who acknowledged to me that they are the Managing Members of Dottley Holdings, LLC, a Mississippi Limited Liability Company, and that on behalf of said entity, and as its act and deed, they signed, sealed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first being so authorized to do.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, on this the 8<sup>th</sup> day of April, 2022.



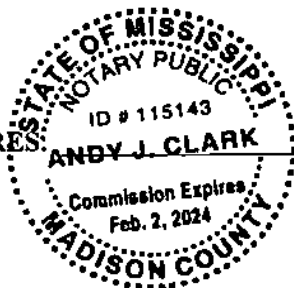
[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

**STATE OF MISSISSIPPI**  
**COUNTY OF MADISON**

**THIS DAY** personally appeared before me, the undersigned authority in and for said County and State, within named **PARAMJIT S. KHINDA** who acknowledged to me that he is a Member of Khinda Investments, LLC, a Mississippi Limited Liability Company, and that on behalf of said entity, and as its act and deed, he signed, sealed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first being so authorized to do.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, on this the 11 day of April, 2022.



[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

**EXHIBIT "A"**

**DOTTLEY PARCEL:**

A certain parcel of land situated in the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, run thence East for a distance of 19.0 feet to an existing  $\frac{1}{2}$ " iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING and leaving said East right-of-way line of Church Road, run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing  $\frac{1}{2}$ " iron pin; run thence South 00 degrees 12 minutes 28 seconds West for a distance of 368.36 feet to a set  $\frac{1}{2}$ " iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 329.89 feet to a set  $\frac{1}{2}$ " iron pin on the aforesaid East right-of-way line of Church Road; run thence North 00 degrees 49 minutes 00 seconds East along said East right-of-way line of Church Road for a distance of 351.83 feet to the POINT OF BEGINNING, containing 2.71 acres, more or less.

**AND ALSO:**

A certain parcel of land situated in the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, run thence East for a distance of 19.0 feet to an existing  $\frac{1}{2}$ " iron pin on the East right-of-way line of Church Road; leaving said East right-of-way line of Church Road, run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing  $\frac{1}{2}$ " iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North 00 degrees 12 minutes 28 seconds East for a distance of 159.33 feet to an existing  $\frac{1}{2}$ " iron pin; run thence South 87 degrees 55 minutes 50 seconds East for a distance of 520.64 feet to an existing  $\frac{1}{2}$ " iron pin; run thence North for a distance of 79.77 feet to a set  $\frac{1}{2}$ " iron pin; run thence South 89 degrees 59 minutes 10 seconds East for a distance of 437.00 feet to a set  $\frac{1}{2}$ " iron pin on the West right-of-way line of Calhoun Station Parkway; run thence South 00 degrees 19 minutes 05 seconds West along said West right-of-way line of Calhoun Station Parkway for a distance of 359.56 feet to a set  $\frac{1}{2}$ " iron pin marking the Point of Curvature of a 8.0472 degree curve bearing to the right having a central angle of 70 degrees 47 minutes 35 seconds and a radius of 712.00 feet; run thence southwesterly along said West right-of-way line of Calhoun Station Parkway and

along the arc of said curve an arc length of 257.93 feet to an existing ½" iron pin; said curve having a chord bearing of South 10 degrees 39 minutes 24 seconds West and a chord distance of 256.53 feet; leaving said West right-of-way line of Calhoun Station Parkway and the arc of said curve, run thence South 89 degrees 26 minutes 08 seconds West for a distance of 570.94 feet to an existing ½" iron pin; run thence North for a distance of 16.53 feet to a set ½" iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 338.29 feet to a set ½" iron pin; run thence North 00 degrees 12 minutes 28 seconds East for a distance of 368.36 feet to the POINT OF BEGINNING, containing 12.4 acres, more or less.

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

**LESS AND EXCEPT:**

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21 and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½" iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described; leaving said East right-of-way line of Church Road, run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½" iron pin; run thence South 00 degrees 12 minutes 28 seconds West for a distance of 248.40 feet to a set ½" iron pin; run thence North 87 degrees 57 minutes 01 seconds East for a distance of 107.54 feet to a set ½" iron pin; run thence South for a distance of 120 feet to a set ½" iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 437.87 feet to a set ½" iron pin on the aforesaid East right-of-way line of Church Road; run thence North 00 degrees 49 minutes 00 seconds East along said East right-of-way line of Church Road for a distance of 351.83 feet to the POINT OF BEGINNING, containing 3.01 acres, more or less.

**AND ALSO LESS AND EXCEPT:**

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½" iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING run thence North for a distance of 79.77 feet to a set ½" iron pin; run thence South 89 degrees 59 minutes 10 seconds East for a distance of 437.00 feet to an existing ½" iron pin on the West right-of-way line of Calhoun Station Parkway; run thence South 00 degrees 19 minutes 05 seconds West along said right-of-way line of Calhoun Station Parkway for a distance of 254.20 feet to a set ½"

iron pin; leaving said West right-of-way line of Calhoun Station Parkway, run thence North 89 degrees 59 minutes 10 seconds West for a distance of 370.27 feet to a set ½” iron pin on the arc of a 81.05111 degree curve bearing to the left having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence northwesterly along the arc of said curve having a chord bearing of North 55 degrees 25 minutes 40 seconds West and a chord distance of 79.33 feet; leaving the arc of said curve, run thence North for a distance of 129.43 feet to the POINT OF BEGINNING, containing 2.49 acres, more or less.

**KHINDA PARCEL**

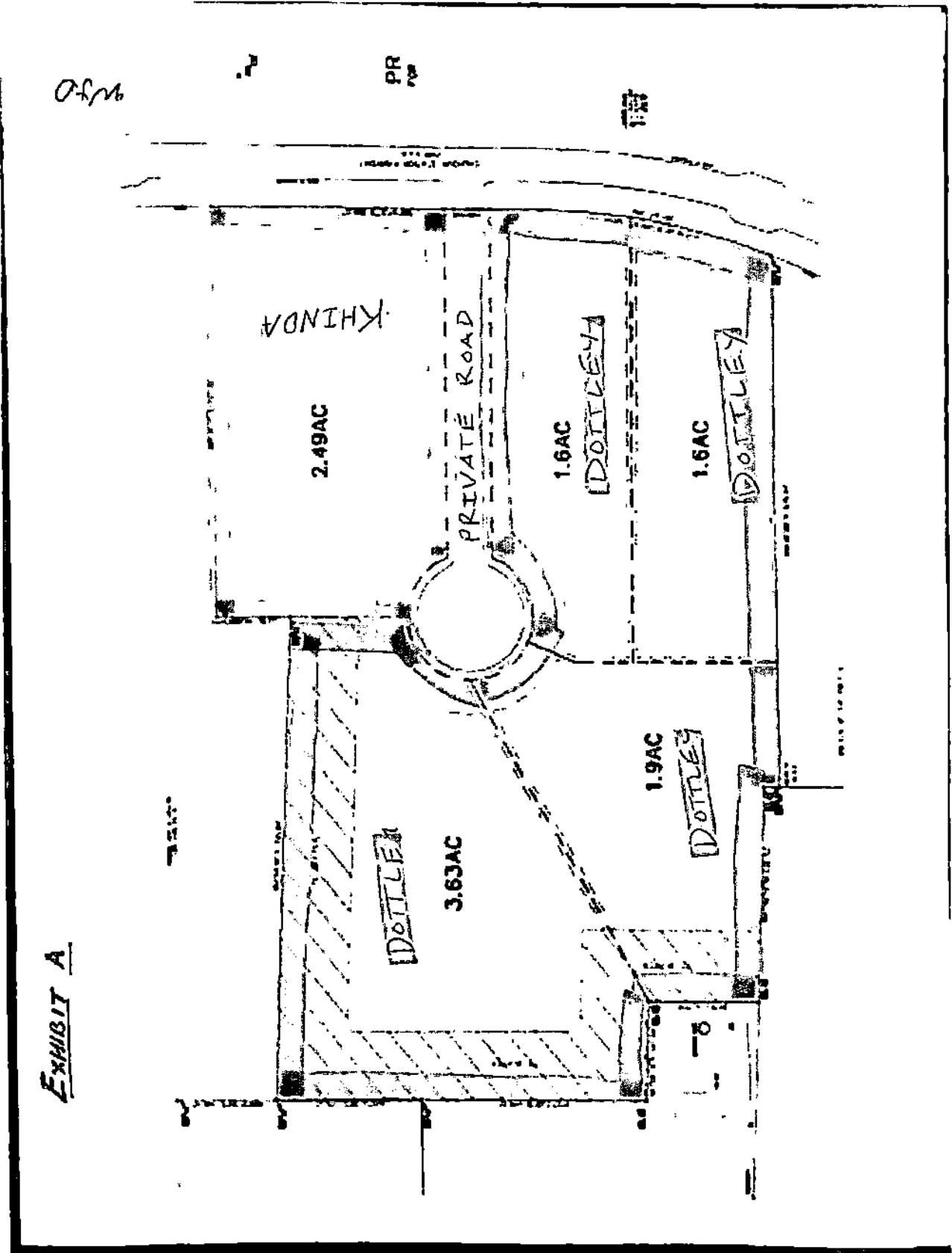
A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½” iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING run thence North for a distance of 79.77 feet to a set ½” iron pin; run thence South 89 degrees 59 minutes 10 seconds East for a distance of 437.00 feet to an existing ½” iron pin on the West right-of-way line of Calhoun Station Parkway; run thence South 00 degrees 19 minutes 05 seconds West along said right-of-way line of Calhoun Station Parkway for a distance of 254.20 feet to a set ½” iron pin; leaving said West right-of-way line of Calhoun Station Parkway, run thence North 89 degrees 59 minutes 10 seconds West for a distance of 370.27 feet to a set ½” iron pin on the arc of a 81.05111 degree curve bearing to the left having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence northwesterly along the arc of said curve having a chord bearing of North 55 degrees 25 minutes 40 seconds West and a chord distance of 79.33 feet; leaving the arc of said curve, run thence North for a distance of 129.43 feet to the POINT OF BEGINNING, containing 2.49 acres, more or less.

11/22/21, 8:45 AM

IMG\_0960.JPG

Book 4196 Page 157  
Instrument# 954891





MADISON COUNTY, MS

I certify this instrument

11/07/2022 9:07:24

Inst. 971861 Page 1 of 7

Book: W - 4276 / 82.00

Witness my hand and seal

RONNY LOTT, C.C. BY: RGK D.C.

Section 3, Item A)

**WARRANTY DEED**

**GRANTOR:**

**DOTILEY HOLDINGS, LLC**  
a Mississippi Limited Liability Company

**GRANTEE:**

**PROPERTY KING INVESTMENTS, LLC**  
a Mississippi Limited Liability Company

**ADDRESS:**

**235 GLUCKSTADT ROAD**  
**MADISON, MS 39110**

**ADDRESS:**

**357 S. GAMWYN PARK DRIVE**  
**GREENVILLE, MS 38701**

**TELEPHONE:**

**601-586-9569**

**TELEPHONE:**

**662-820-8931**

**PREPARED BY & RETURN TO:**

**ANDY J. CLARK**  
**LAW OFFICES OF ANDY J. CLARK, PLLC**  
**567 HIGHWAY 51 NORTH, STE C**  
**RIDGELAND, MS 39157**  
**T: 601-622-7334**  
**STATE BAR NO. 102903**

**INDEXING INSTRUCTIONS:**

**NW 1/4 of the SW 1/4 Section 21, Township 8N, Range 2E**  
**Madison County, Mississippi**



STATE OF MISSISSIPPI  
COUNTY OF MADISON

**DOTTLEY HOLDINGS, LLC**  
a Mississippi Limited Liability Company -----GRANTOR

TO:

**PROPERTY KING INVESTMENTS, LLC**  
a Mississippi Limited Liability Company -----GRANTEE

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN DOLLARS (\$10.00), this day cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **DOTTLEY HOLDINGS, LLC, a Mississippi Limited Liability Company** (hereinafter referred to as "Grantor") does hereby grant, bargain, sell, convey and warrant unto, **PROPERTY KING INVESTMENTS, LLC, a Mississippi Limited Liability Company** (hereinafter referred to as "Grantees"), the following described tract or parcel of land being located and situated in **MADISON COUNTY, MISSISSIPPI**, to-wit:

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½" iron pin on the East right-of-way line of Church Road; leaving said East right-of-way line of Church Road, run thence 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½" iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North 00 degrees 12 minutes 28 seconds East for a distance of 159.33 feet to an existing iron pin; run thence South 87 degrees 55 minutes 50 seconds East for a distance of 520.64 feet to an existing ½" iron pin; run thence South for a distance of 129.43 feet to a set ½" iron pin on the North right-of-way line of a proposed roadway; said point also being on the arc of a 81.05111 degree curve bearing to the left having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70.00 feet; run thence southwesterly along the North and West right-of-way line of a proposed roadway and along the arc of said curve an arc length of 110.01 feet to a set ½" iron pin; said

curve having a chord bearing of South 45 degrees 02 minutes 05 seconds West and a chord distance of 99.03 feet; leaving said West right-of-way line of a proposed roadway and the arc of said curve, run thence South 60 degrees 36 minutes 49 seconds West for a distance of 394.16 feet to an existing 1/2" iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 107.54 feet to an existing 1/2" iron pin; run thence North 00 degrees 12 minutes 28 seconds West for a distance of 248.41 feet to the POINT OF BEGINNING, containing 3.64 acres, more or less.

See Exhibits "A" and "B"

The warranty of this conveyance is subject to: (1) all prior severances of oil, gas and minerals of like kind and nature; (2) all existing oil, gas, and mineral leases of record among the Madison County Land Records affecting the subject property; (3) all valid and existing recorded covenants, rights of way, easements and water shed area drainage district; (4) the Zoning Ordinances, Subdivision Regulations, Building Codes, and land use regulations of the governing authority having jurisdiction over the subject property; (5) Ad valorem taxes for the current year are to be paid by Grantor when due. Ad valorem taxes for the year 2023, and subsequent years shall be paid by the Grantee when due.

WITNESS THE SIGNATURE of Dottle Holdings, LLC, a Mississippi Limited Liability Company, on this the 7 day of October, 2022.

**DOTILEY HOLDINGS, LLC**  
a Mississippi Limited Liability Company

BY:   
WILLIAM J. DOTILEY  
MANAGING MEMBER

  
TERESA G. DOTILEY  
MANAGING MEMBER

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, within named **WILLIAM J. DOTILEY** and **TERESA DOTILEY** who acknowledged to me that they are the Managing Members of Dottle Holdings, LLC, a Mississippi Limited Liability Company, and that on behalf of said entity, and as its act and deed, they signed, sealed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first being so authorized to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 7 day of October, 2022.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

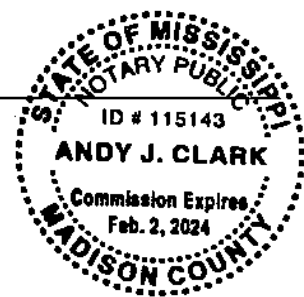


Exhibit "A"

STATE OF MISSISSIPPI  
COUNTY OF HINDS  
CITY OF JACKSON

**CERTIFICATE OF SURVEY**

THIS IS TO CERTIFY THAT, H D Lang and Associates, Inc. of the City of Jackson, Mississippi, has this day completed a survey standing in the name of Dottley Holdings, LLC located at proposed 50' roadway, in the City of Gluckstadt aforesaid, being further described as follows, to-wit:

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E in the City of Gluckstadt, Madison County, Mississippi, and being more particularly described as follows:

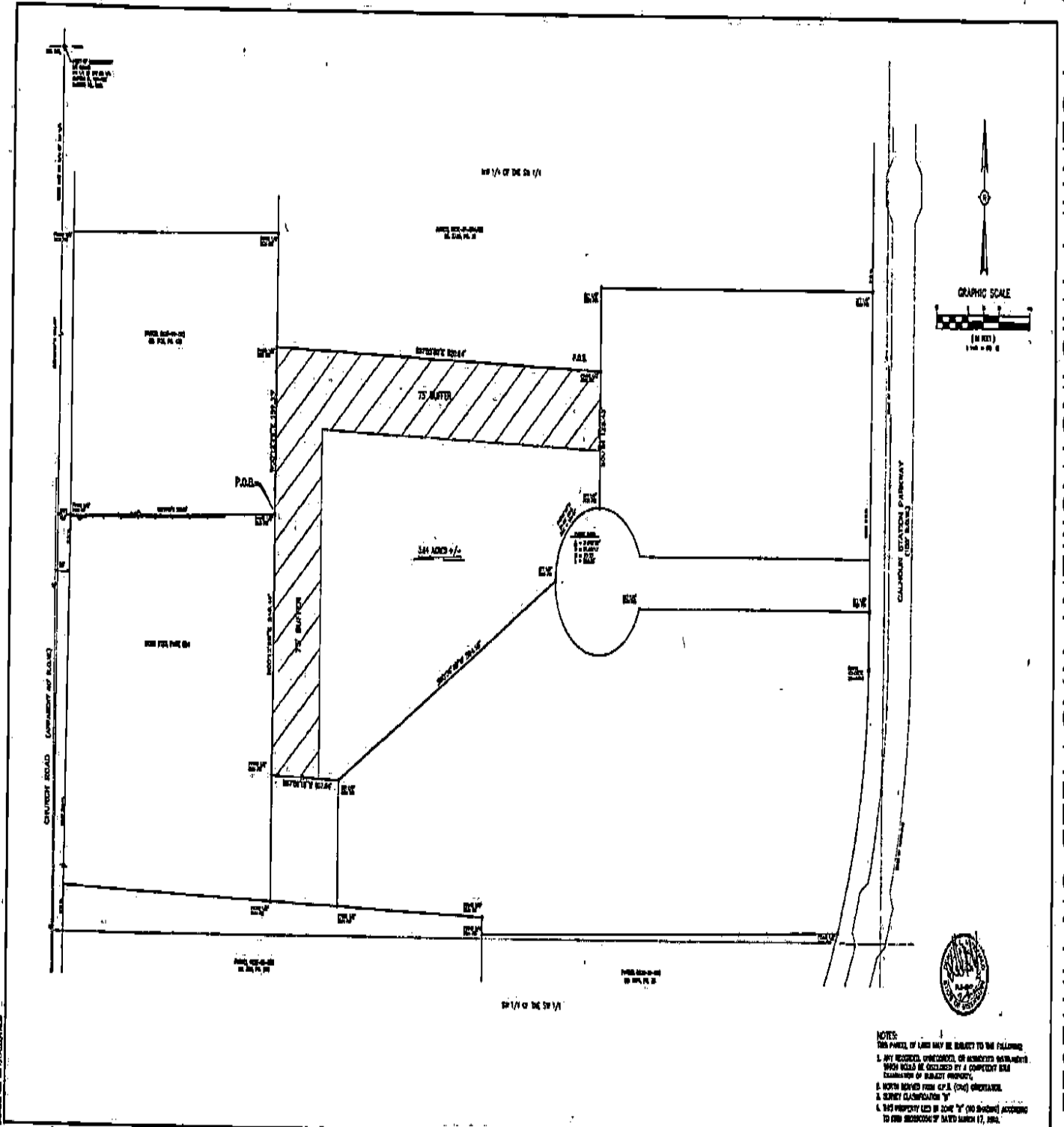
Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½" iron pin on the East right-of-way line of Church Road; leaving said East right-of-way line of Church Road, run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½" iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North 00 degrees 12 minutes 28 seconds East for a distance of 159.33 feet to an existing ½" iron pin; run thence South 87 degrees 55 minutes 50 seconds East for a distance of 520.64 feet to an existing ½" iron pin; run thence South for a distance of 129.43 feet to a set ½" iron pin on the North right-of-way line of a proposed roadway; said point also being on the arc of a 81.05111 degree curve bearing to the left having a central angle of 318 degrees 09 minutes 01 seconds and a radius of 70:00 feet; run thence southwesterly along the North and West right-of-way

AND I ALSO CERTIFY, that there are no visible encroachments by the buildings of the adjacent property owners upon the surveyed premises.

AND I FURTHER CERTIFY that all the buildings and visible improvements located on the above described property are within the boundaries of said property, subject to the exceptions shown below, if any, and that the plat hereto attached is a correct representation of the conditions as they exist on this date.

line of a proposed roadway and along the arc of said curve an arc length of 110.01 feet to a set ½" iron pin; said curve having a chord bearing of South 45 degrees 02 minutes 05 seconds West and a chord distance of 99.03 feet; leaving said West right-of-way line of a proposed roadway and the arc of said curve, run thence South 60 degrees 36 minutes 49 seconds West for a distance of 394.16 feet to an existing ½" iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 107.54 feet to an existing ½" iron pin; run thence North 00 degrees 12 minutes 28 seconds East for a distance of 248.41 feet to the POINT OF BEGINNING, containing 3.64 acres, more or less.

Exhibit "B"



MADISON COUNTY, MS RONNY LOTT  
CERTIFY THIS INSTRUMENT WAS FILED ON 11/7/2022 9:07:24 AM

NOTES:  
THIS PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:  
1. ANY RECORDS, UNRECORDED, OR UNRECORDED INSTRUMENTS WHICH WOULD BE INCURRED BY A COMPLETE BLM EXAMINATION OF SUBJECT PROPERTY;  
2. MORTGAGE FROM C.P.S. (CIVIL SERVICE);  
3. SURVEY CLASSIFICATION "Y";  
4. THIS PROPERTY LIES IN ZONE "Y" (NO BROWNS) ACCORDING TO THE ZONING MAP DATED MARCH 17, 1994.

**H D LANG AND ASSOCIATES, INC.**  
POST OFFICE BOX 10085  
JACKSON, MISSISSIPPI 39238  
601-962-6669

CLIENT  
PLAT OF SURVEY FOR  
**DOTLEY HOLDINGS, LLC**

LOCATION  
INITIATED BY THE NW 1/4 OF THE SW 1/4 OF SECTION 30,  
TOWNSHIP 1 NORTH, RANGE 8 EAST,  
CLIQUESTADT, MADISON COUNTY, MISSISSIPPI

DATE	REVISION	BY	FOR
		DERWIN BY D.L.M.	
		DATE: 2-8-22	
		SCALE: 1" = 100'	
		PROJECT NO: 17-008	

SHEET

BOOK 3646 PAGE 836 DOC 01 TY W  
INST # 847616 MADISON COUNTY MS.  
This instrument was filed for  
record 9/12/18 at 12:56:46 PM  
ROMNY LOTT, C.C. BY: ILB D.C.

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**WARRANTY DEED**

**GRANTOR:**  
**WILLIAM EVERETT TUCKER II**

**GRANTEE:**  
**DOTTLEY HOLDINGS,  
LLC**

**ADDRESS:**  
**154 CHURCH ROAD  
MADISON, MS 39110**

**ADDRESS:**  
**235 GLUCKSTADT ROAD  
MADISON, MS 39130**

**TELEPHONE:**  
**601-856-3749**

**TELEPHONE:**  
**601-586-9569**

**PREPARED BY & RETURN TO:**  
**ANDY J. CLARK**  
**LAW OFFICES OF ANDY J. CLARK, PLLC**  
**567 HIGHWAY 51 NORTH, STE C**  
**RIDGELAND, MS 39157**  
**T: 601-622-7334**  
**STATE BAR NO. 102903**

12<sup>00</sup> # 607

**INDEXING INSTRUCTIONS:**  
**NW 1/4 of the SW 1/4 Section 21, Township 8N, Range 2E**  
**Madison County, Mississippi**

STATE OF MISSISSIPPI  
COUNTY OF MADISON

BOOK 3646 PAGE 837

**WILLIAM EVERETT TUCKER, II**-----**GRANTOR**

TO:

**DOTTLEY HOLDINGS, LLC**-----**GRANTEE**

**WARRANTY DEED**

**FOR AND IN CONSIDERATION** of the sum of **TEN DOLLARS (\$10.00)**, this day cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned, **WILLIAM EVERETT TUCKER, II**, (hereinafter referred to as "Grantor") does hereby covenant that he and his wife, Emaly Schmidt Tucker, held the property herein described as joint tenants with full rights of survivorship by virtue of that certain Warranty Deed at Book 2187, Page 824, until Emaly Schmidt Tucker departed this life on April 11, 2016, and that as such, by operation of law, **WILLIAM EVERETT TUCKER, II** is the sole owner of that certain property referenced in that certain Warranty Deed at Book 2187, Page 824, and does hereby grant, bargain, sell, convey and warrant unto **DOTTLEY HOLDINGS, LLC**, (hereinafter referred to as "Grantee"), the following described tract or parcel of land being located and situated in **MADISON COUNTY, MISSISSIPPI**, to-wit:

**Parcel 1**

**A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:**

**Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½" iron pin on the East right-of-way line of Church Road marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING and leaving said East right-of-way line of Church Road,**



run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½" iron pin; run thence South 00 degrees 12 minutes 28 seconds West for a distance of 368.36 feet to a set ½" iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 329.89 feet to a set ½" iron pin on the aforesaid East right-of-way line of Church Road; run thence North 00 degrees 49 minutes 00 seconds East along said East right-of-way line of Church Road for a distance of 351.83 feet to the POINT OF BEGINNING, containing 2.71 acres, more or less.

AND ALSO:

Parcel 2

A certain parcel of land situated in the Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E, Madison County, Mississippi, and being more particularly described as follows:

Commence at an existing nail marking the Northwest corner of the aforesaid Northwest ¼ of the Southwest ¼ of Section 21, T8N-R2E and run thence South 00 degrees 09 minutes 09 seconds West along the West line of said Northwest ¼ of the Southwest ¼ of said Section 21 for a distance of 924.07 feet to a point; leaving said West line of the Northwest ¼ of the Southwest ¼ of Section 21, run thence East for a distance of 19.0 feet to an existing ½" iron pin on the East right-of-way line of Church Road; leaving said East right-of-way line of Church Road, run thence North 89 degrees 10 minutes 26 seconds East for a distance of 326.04 feet to an existing ½" iron pin marking the POINT OF BEGINNING of the parcel of land herein described; from said POINT OF BEGINNING, run thence North 00 degrees 12 minutes 28 seconds East for a distance of 159.33 feet to an existing ½" iron pin; run thence South 87 degrees 55 minutes 50 seconds East for a distance of 520.64 feet to an existing ½" iron pin; run thence North for a distance of 79.77 feet to a set ½" iron pin; run thence South 89 degrees 59 minutes 10 seconds East for a distance of 437.00 feet to a set ½" iron pin on the West right-of-way line of Calhoun Station Parkway; run thence South 00 degrees 19 minutes 05 seconds West along said West right-of-way line of Calhoun Station Parkway for a distance of 359.56 feet to a set ½" iron pin marking the Point of Curvature of a 8.0472 degree curve bearing to the right having a central angle of 70 degrees 47 minutes 35 seconds and a radius of 712.00 feet; run thence southwesterly along said West right-of-way line of Calhoun Station Parkway and along the arc of said curve an arc length of 257.93 feet to an existing ½" iron pin; said curve having a chord bearing of South 10 degrees 39 minutes 24 seconds West and a chord distance of 256.53 feet; leaving said West right-of-way line of Calhoun Station Parkway and the arc of said curve, run thence South 89 degrees 26 minutes 08 seconds West for a distance of 570.94 feet to an existing ½" iron pin; run thence North for a distance of 16.53 feet to a set ½" iron pin; run thence North 87 degrees 56 minutes 19 seconds West for a distance of 338.29 feet to a set ½" iron pin; run thence

North 00 degrees 12 minutes 28 seconds East for a distance of 368.36 feet to the POINT OF BEGINNING, containing 12.4 acres, more or less.

The warranty of this conveyance is subject to: (1) all prior severances of oil, gas and minerals of like kind and nature; (2) all existing oil, gas, and mineral leases of record among the Madison County Land Records affecting the subject property; (3) all valid and existing recorded covenants, rights of way, easements and water shed area drainage district; (4) the Zoning Ordinances, Subdivision Regulations, Building Codes, and land use regulations of Madison County, Mississippi; (5) Ad valorem taxes for the current year have been prorated on an estimated basis, effective the date of this instrument, and shall be paid by the Grantee when due. If this proration proves to be inaccurate upon actual receipt of tax statement for the present year, Grantor and Grantee shall adjust this proration based on the actual tax figures.

WITNESS THE SIGNATURE of William Everett Tucker, II on this the 12<sup>th</sup> day of September, 2018.

BY: Wm E Tucker  
WILLIAM EVERETT TUCKER, II

STATE OF MISSISSIPPI  
COUNTY OF MADISON

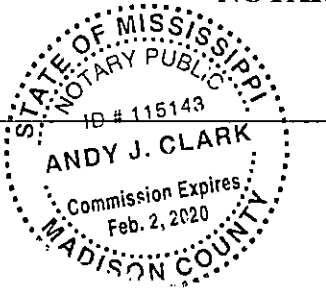
BOOK 3646 PAGE 240  
###

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, within named **WILLIAM EVERETT TUCKER, II** who acknowledged to me that as his own act and deed, he signed, sealed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 12 day of September, 2018.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



LAW OFFICES OF ANDY J. CLARK, PLLC  
567 HIGHWAY 51 NORTH, SUITE C  
RIDGELAND, MS 39157

P-601-622-7334

[andy@andyjclark.com](mailto:andy@andyjclark.com)

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**LETTER OF TRANSMITTAL**

VIA E-MAIL AND HAND DELIVERY

December 1, 2022

City of Gluckstadt  
c/o Mike McCollum  
343 Distribution Drive  
Madison, MS 39110  
[mike.mccollum@gluckstadt.net](mailto:mike.mccollum@gluckstadt.net)

**RE: Preliminary Plat-Kayo Place**

Dear Mike:

Pursuant to the Preapplication Conference on this matter, please find enclosed:

- 1) Stamped copies of Preliminary Plat with requirements from provided checklist;
- 2) Warranty Deeds showing title to the properties with names and addresses of owners (Dottley Holdings, LLC; Khinda Investments, LLC; Sahler Brothers, LLC; and Property King Investments, LLC.)
- 3) Recorded Declaration of Covenants and Easement Maintenance Agreement;
- 4) Draft Restrictive Covenants

Please place this matter on the next meeting agenda for Gluckstadt Planning & Zoning Commission. As always, please do not hesitate to reach out with questions or concerns.

With kindest personal regards, I am

Very truly yours,

/s/ Andy J. Clark  
ANDY J. CLARK

Enclosures