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2017-007502
I certify this instrument
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Pages: 17
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When recorded return to:
J. Cliff McKinney, Esq.
Quattlebaum, Grooms & Tull PLLC
111 Center Street, Suite 1900
Little Rock, Arkansas 72201
501-379-1700

DECLARATION OF RESTRICTIONS AND CROSS-ACCESS AGREEMENT ("AGREEMENT")

THIS AGREEMENT is made as of the 21 day of April, 2017, between **ANCHOR REALTY INVESTMENTS, LLC,** an Arkansas limited liability company ("Anchor"), and **HUDDIE HOLDINGS, LLC,** an Arkansas limited liability company ("Huddie").

WHEREAS, Anchor is the owner of Lot 1 and Lot 2, being the "Anchor Tract" as shown on the diagram attached hereto as Exhibit A hereof, said tract being more particularly described in Exhibit B hereof; and

WHEREAS, Huddie is the lessee with the option to purchase Lot 3, being the "Huddie Tract" shown on the diagram attached hereto as Exhibit A hereof, said tract being more particularly described in Exhibit C hereof.

NOW, THEREFORE, for and in consideration of the premises, covenants, conditions, restrictions and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Anchor and Huddie do hereby agree as follows:

1. Use. The Huddie Tract shall be used exclusively for operation of a primary care medical clinic for the treatment only of ambulatory patients unless an alternate use is approved by Anchor in its sole and absolute discretion. Without limiting Anchor's discretion over the approval of alternate uses, in absolutely no event shall Huddie Tract be used for a restaurant.

2. Buildings. All buildings constructed on the Huddie Tract shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one lot onto another lot. The design and construction shall be of high quality. No buildings or improvements shall be constructed, erected or expanded or altered on Huddie Tract until the plans for the same (including site layout, exterior building materials and colors and parking) have been approved in writing by Anchor. No building shall have a metal exterior; provided, however, that this restriction shall not be deemed to prohibit metal architectural elements on any building.

3. Access Easement. Each party hereby grants to the other party, its successors and assigns, for the use and benefit of Anchor and Huddie as an appurtenance to the Anchor Tract and the Huddie Tract, respectively, a non-exclusive, access easement over, on and

across such portions of the Anchor Tract and the Huddie Tract, respectively, as are used for driveways (the "Access Easement"). The Access Easement is for the sole purpose of permitting the flow of vehicular traffic through the designated area of the common boundary lines and shall be each party's only access to the other party's tract. Each party shall use commercially reasonable efforts to prevent any damage to the Access Easement directly or indirectly resulting from construction traffic or deliveries to its tract, and each party shall immediately repair any damage it causes to the Access Easement. Each party shall maintain, at its expense, the portion of the Access Easement located on its tract except for the portion labeled Primary Drive #1 and Primary Drive #2 on Exhibit A. No curb cuts or connections onto the Access Easement shall be permitted except where shown on Exhibit A. Nothing herein shall restrict Anchor's ability to close or relocate any driveway on the Anchor Tract other than Primary Drive #1 and Primary Drive #2, which Anchor may temporarily close for maintenance, repairs and to prohibit the establishment of prescriptive rights. Huddie will not change the configuration of the access drives shown on Exhibit A without the consent of Anchor, which consent may be withheld at Anchor's discretion; provided, in no event may the access drives shown on Exhibit A be modified on Lot 2 or Lot 3 in a manner that would inhibit the free flow of traffic from Lot 1 through Lot 2 and Lot 3, as well as Primary Drive #1 and Primary Drive #2 substantially in accordance with the layout shown on Exhibit A. Furthermore, nothing herein shall give any party authority or approval rights over any changes to the Lot 1 parking lot configuration or driveway configuration, so long as reasonably direct two-way paved access to the public streets is maintained to Primary Drive #1 and Primary Drive #2. The configuration of Primary Drive #1 and Primary Drive #2 will not be modified without the consent of the owners of Lots 1, 2 and 3.

The owner of Lot 1 shall maintain Primary Drive #1. The owner of Lot 2 shall maintain Primary Drive #2. The maintenance shall be in accordance with the standards established in Section 8. The owners of Lot 1, Lot 2 and Lot 3 shall each pay for one-third (1/3) of the maintenance costs of Primary Drive #1. The owners of Lot 2 and Lot 3 shall each pay for one-half (1/2) of the maintenance costs of Primary Drive #2. This reimbursement shall be paid within thirty (30) days after written demand for payment thereof along with a statement of the costs. In the event a party fails to timely pay such reimbursement, the party responsible for performing the maintenance shall have the right to seek any and all remedies afforded by either law or equity. Furthermore, the party performing the maintenance shall be entitled to a lien on the non-paying lots for past due amounts owed for the maintenance of Primary Drive #1 and/or Primary Drive #2, as the case may be. Notwithstanding the foregoing, Anchor has the right to elect to dedicate Primary Drive #1 and/or Primary Drive #2 to an appropriate governmental entity and, if such dedication is accepted by the governmental entity, thereafter the parties shall not be responsible for maintaining the dedicated Primary Drive.

4. Cross-Parking. Each party hereby grants for the benefit of the other party a non-exclusive cross-parking easement over and across the parking areas as may exist from time-to-time on the Anchor Tract and the Huddie Tract. Each party, at its expense, shall maintain the parking area on its Tract in good order and condition, including without limitation promptly repairing pot holes, keeping striping painted in a clearly visible manner and resurfacing the parking as reasonably necessary to maintain a level, high-quality parking field; provided, maintenance shall be done in a manner reasonably calculated to minimize disruption to the other tracts. Each party shall use reasonable efforts to require employees to park on the lot where the employee works.

5. "Parking Area" Ratio; No Storage. Each party shall maintain on its Tract the amount of parking required by applicable law. Nothing contained here shall be construed as an express or implied right for the overnight storage of vehicles.

6. Water Flow. Each party hereby establishes and grants a nonexclusive easement on its Tract for the benefit of the owner of each other Tract to use, maintain and repair any stormwater drainage system (the "Storm Drainage System") now or hereafter located on either Tract, together with the right to discharge surface water runoff across portions of either Tract in accordance with the design of the Storm Drainage System. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

The owner of Lot 1 shall maintain the underground stormwater detention pond, if any, located on the Anchor Tract (the "Pond"). Huddie, at its expense, shall maintain any and all stormwater drainage facilities located on Huddie Tract. Huddie shall reimburse the owner of Lot 1 for Huddie's pro rata share of the actual maintenance costs for the Pond as well as the costs of maintaining the Pond in compliance with all applicable laws. The pro rata share of the maintenance costs of the Pond shall be as follows: Lot 1's share is 33.34%; Lot 2's share is 33.33%; and Lot 3's share is 33.33%. This reimbursement shall be paid by Huddie within thirty (30) days after written demand for payment thereof along with a statement of the costs. In the event Huddie fails to timely pay such reimbursement, the owner of Lot 1 shall have the right to terminate all easements granted to Huddie as provided herein and/or to seek any and all remedies afforded by either law or equity. Furthermore, Anchor shall be entitled to a lien on the Huddie Tract for past due amounts owed by Huddie for the maintenance of the Pond.

Huddie shall use the Pond only for the intended purposes and shall not overburden the same. Huddie's use of the Pond shall comply with all applicable laws, rules and regulations at all times, and Huddie shall not permit any contamination or hazardous materials to flow from the Huddie Tract into the Pond. The Huddie Tract shall be developed in accordance with good engineering practices to utilize curbs, drains, filters and other structures necessary to minimize garbage, debris, pollutants and sediment from Huddie Tract to flow into the Pond. To the extent underground drainage improvements are installed as part of the Pond, the parties draining stormwater through the Pond shall utilize such underground improvements and shall not use the surface of such area for drainage.

7. Signs. No sign shall be located on the Huddie Tract except an individual sign advertising the business on the Huddie Tract. The Anchor Tract may install individual advertising signs and/or Multi-Party Signs (as defined below) on Lots 1 and 2, though the business on the Huddie Tract will not have the right to advertise on the Multi-Party Signs. No rooftop sign shall be erected on any building without Anchor's approval. No freestanding identification sign may be erected on Huddie Tract without the approval of Anchor.

a. *Multi-Party Signs.* Anchor hereby establishes and grants for the benefit of Lots 1 and 2 an easement for the installation and maintenance of two (2) pylon or monument signs, or digital signs in the locations indicated on Exhibit A, in accordance with the

terms of this Section (the "Sign Easement"). The Sign Easement includes the right to access the Multi-Party Signs for the purpose of installing, maintaining and repairing the Multi-Party Signs in accordance with this Agreement; provided, to the extent possible, any such access shall be over the paved areas. No party shall permit vegetation or trees to grow in front of a Multi-Party Sign in a manner that would obscure the visibility of the advertising panels on the Multi-Party Signs. In the event a Multi-Party Sign is ever prohibited by applicable governmental authorities or taken by an act of eminent domain, the Multi-Party Sign shall be removed from such area, and the parties shall leave such area paved or attractively landscaped in a manner that does not obstruct the visibility of traffic. Upon such occurrence, the affected portion of the Sign Easement granted hereby shall automatically terminate; provided, the parties shall work in good faith to obtain a new location for such Multi-Party Sign and establish a replacement Sign Easement for such replacement Multi-Party Sign; provided, Anchor shall have the absolute right to control (or refuse to allow) any substitute Multi-Party Sign on a lot owned, leased or otherwise controlled by Anchor.

b. *Sign Design.* Each advertising panel or digital sign on the Multi-Party Signs is hereafter referred to as a "Panel". For purposes of this Agreement, a Panel shall constitute both the front and back of the Panel if the applicable Multi-Party Sign has two faces. The same business shall advertise on both sides of the Panel if the Multi-Party Sign has two faces. All Panels shall at all times comply with all applicable laws, ordinances and regulations. All Panels shall be compatible with the structure and design of the Multi-Party Sign and shall not harm the Multi-Party Sign or obscure the view of another Panel. All Panels on the Multi-Party Sign shall only advertise businesses located on the Tract, or Lots. No Panels shall contain images or words that are offensive to the ordinary reasonable person (whether cloaked in images, words, or phrases carrying double meanings). For purposes of this Section, any word or commonly considered a vulgar, swear or curse word or of a sexual nature shall be deemed offensive to the ordinary reasonable person; provided, other images, words or phrases may be offensive to the ordinary reasonable person. In the event the business or trade name of any business violates this provision, such name shall not be permitted on the Sign (provided, in no event shall any corporate tradenames of David's Burgers or its affiliates be deemed in violation of this Section). Anchor shall have the right, but not the obligation, to remove and dispose of the Panel at the respective party's expense. Anchor shall have the right to make the Panel assignments on each Multi-Party Sign so long as Lot 1 and Lot 2 each have Panel assignments.

c. *Maintenance of the Multi-Party Signs.* Anchor, subject to reimbursement as provided in this Section, shall maintain in good working order and condition the Multi-Party Signs, including the necessary maintenance and replacement of landscaping located within the Sign Easement. Anchor may convey this responsibility for one or more of the Multi-Party Signs to the owner of Lot 1 or 2 at its discretion. Any work involving the Multi-Party Signs shall be performed in full compliance with all applicable laws, regulations and ordinances, including appropriate sign control ordinances of the City of Bryant, Saline County or the Arkansas Highway and Transportation Department. Any work involving the Multi-Party Signs shall be performed in a manner that minimizes interference with the business operations. Anchor shall limit its access to the Multi-Party Signs, to the extent possible, over the paved areas. After assignment of some or all of the maintenance obligations, in the event the party responsible for such maintenance fails to properly maintain the Multi-Party Signs, Anchor shall have the right, but not the obligation, after first sending the responsible party thirty (30) days prior written notice

specifying the failure to maintain, to cure such failure and in such event Anchor shall be entitled to reimbursement from the Panel Users for the actual and reasonable costs of such cure. For the purpose of this Section, each owner or tenant entitled to place Panels on the Multi-Party Signs shall be called "Panel Users."

d. *Prorations and Reimbursements.* Each Panel User is responsible for their pro rata share of the Multi-Party Signs. The pro rata share will be determined by sign area or amount of time on the digital sign, which Anchor may allocate. Each Panel User shall reimburse the party maintaining the Multi-Party Signs for the reasonable and documented costs associated with maintaining the Multi-Party Signs. Any reimbursements due under this Agreement shall be paid within 30 days after an invoice is sent by the party entitled to reimbursement along with adequate supporting documentation and paid invoices to document the reasonable expenses incurred. The reimbursable expenses shall not include any sort of administrative, management or overhead fee or charge. Any party causing maintenance to occur on a Multi-Party Sign shall prevent any liens from attaching (or immediately discharge such lien if one attaches) to the Multi-Party Sign, the Sign Easement or the where the Multi-Party Sign is located.

8. Maintenance. Huddie Tract and Anchor Tract shall be kept neat, orderly, planted in grass and trimmed until improved and constructed. Following the paving of the access easements, the owner of each Tract where any such access easement is located shall maintain the improved condition of the portion of the access easement on its property in good condition and repair at its own cost and expense. In addition, following the development of any Tract, the owner of each Tract shall maintain the building and site improvements on its property in good condition and repair at its own cost and expense. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the access easements owned by it. The respective owners shall pay the maintenance expense of their Lots except as expressly provided otherwise in this Agreement. The required maintenance is to include, without limitation, the following:

a. Maintaining the surfaces of driveways and parking areas in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

b. Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

c. Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

d. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

e. Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and

f. Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

Subject to the mutual agreement of Anchor and Huddie, a third party (the "Management Firm") may be appointed as an agent of the parties to maintain the access easement areas, sewer, storm drainage, or other common areas on their respective Lots in the manner as above outlined. The Management Firm may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the access easements. The Management Firm shall bill each owner of fee simple title to any portion of the Tract for its share of such costs, based upon the respective acreages of those Tracts or subdivided portions thereof.

No party shall be deemed in default under this Agreement for failure to perform maintenance obligations, whether required pursuant to this Section 8 or other Sections of this Agreement, nor shall a party be held liable for damages as a result of a failure to perform maintenance, until the party alleging a failure to comply with maintenance obligations provides the party failing to perform the maintenance obligations with thirty (30) days written notice specifying the alleged default with particularity during which time the maintenance obligation may be cured.

9. Dumpster Corral. Dumpster corral on Lot 3 will be shared with Lot 2. The cost for construction and maintenance of the dumpster corral will be paid by the owner of Lot 2. The cost for trash pickup from the dumpster shall be allocated according the pro rata share of each lot's area. Huddie will not use the dumpster to dispose of any hazardous substances or biological waste.

10. No Covenant of Continued Operation. Nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by either Anchor or Huddie on their respective tracts. Anchor and Huddie each agree that either Anchor or Huddie may in its sole discretion and at any time during the term of this Agreement, cease the operation of its business on its respective Tract covered hereby; and each of Anchor and Huddie hereby waive any legal action for damages or for equitable relief which might be available to them because of such cessation of business activity by the other party.

11. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death or property damage and occurring on or from its own tract, except if caused by the act or neglect of the other party hereto.

12. Insurance. Upon the commencement of development of each of the Anchor Tract and the Huddie Tract, each party shall procure and maintain in full force and effect throughout the term of this Agreement commercial general liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than $2,000,000.00 for injury or death of a single person, and to the limit of not less than $2,000,000.00 for any one occurrence, and to the limit of not less than $2,000,000.00 for property damage.

13. Compliance. Huddie agrees that all activities on the Huddie Tract shall be conducted in compliance with all applicable laws, ordinances and regulations of any applicable governmental authority.

14. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of the Anchor Tract as a group, or all record owners of the Huddie Tract as a group, or Anchor so long as it or any affiliate has an interest as owner or lessee of Lot 1 or Lot 2, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorneys' fees, which shall be deemed to have accrued on the date such action was filed.

15. Rights of Successors. The restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter. References to Anchor shall mean any successor owner of Lot 1. References to Huddie shall mean any successor owner of the Huddie Tract. Anchor may sell Lot 2 to a third party, in which event the maintenance obligations of Anchor under this Agreement pertaining to the portion of the Anchor Tract known as Lot 2 shall become the maintenance obligations of the owner of Lot 2.

16. Modification and Cancellation. This Agreement (including exhibits) may be modified or canceled only by Anchor, as long as it or its affiliate has any interest as either owner or lessee of the Anchor Tract, or its successors in interest, and together with the written consent of Huddie, so long as it has an interest as an owner in the Huddie Tract, or its successors in interest. Such consents shall not be unreasonably withheld.

17. Duration. Unless otherwise canceled or terminated, this Agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

18. Release from Liability. Any person acquiring fee or leasehold title to any portion of the Anchor Tract or the Huddie Tract shall be bound by this Agreement only as to such portion of such tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract (or portion of a tract) except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

19. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation

not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

21. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

Anchor: Anchor Realty Investments, LLC
102 Country Club Parkway
Maumelle, AR 72113
Attention: D. Alan Bubbus

With a copy to:
J. Cliff McKinney, Esq.
Quattlebaum, Grooms & Tull PLLC
111 Center Street, Suite 1900
Little Rock, AR 72201

Huddie: Huddie Holdings, LLC
3515 Richmond Road
Texarkana, TX 75503
Attention: Rebecca Miller

Notices shall be effective upon receipt or refusal.

22. Counterparts/Facsimiles. This Agreement may be executed in one or more counterparts which may be disassembled and aggregated into a single instrument. A telecopied facsimile of a duly executed counterpart to this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein. However, the parties each agree to promptly return an original, duly executed counterpart of this Agreement following the delivery of a telecopied facsimile hereof.

23. Severability. In any provision of this Agreement shall be held to be invalid, inoperative or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

24. Choice of Law. This Agreement is governed by the laws of the State of Arkansas.

25. No Merger. This Agreement shall not be subject to the doctrine of merger. The parties acknowledge that Anchor presently owns both tracts, but the parties anticipate that Huddie will own the Huddie Tract upon exercise of the option to purchase currently held by Huddie, and the parties intend for this Agreement to survive Huddie's acquisition of the Huddie Tract and remain binding as provided herein on both tracts.

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

ANCHOR:

ANCHOR REALTY INVESTMENTS, LLC,
an Arkansas limited liability company

By: _____
D. Alan Bubbus, Member

STATE OF ARKANSAS)
)ss. ACKNOWLEDGMENT
COUNTY OF PULASKI)

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **D. Alan Bubbus**, to me well known, who stated he was the Member of **Anchor Realty Investments, LLC**, an Arkansas limited liability company, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and on behalf of the statutory trust, and further stated and acknowledged he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of April, 2017.

_____
Notary Public

My commission expires:

_____

(SEAL)
BRAD SIMS
NOTARY PUBLIC
PULASKI COUNTY, ARKANSAS
COMMISSION NO. 12389116
EXPIRES JAN 3, 2019

HUDDIE:

HUDDIE HOLDINGS, LLC,
an Arkansas limited liability company

By: _____
Rebecca Miller, Managing Member

STATE OF TEXAS)
)ss.
COUNTY OF Bowie)

ACKNOWLEDGMENT

On this day, before me, a Notary Public, duly commissioned, qualified and acting, with and for said County and State, appeared in person the within named **Rebecca Miller,** to me well known, who stated she was the Managing Member of **Huddie Holdings, LLC,** an Arkansas limited liability company, and was duly authorized in such capacity to execute the foregoing instrument for and in the name and on behalf of the statutory trust, and further stated and acknowledged she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 7th day of April, 2017.

_____
Notary Public

My commission expires:

02-19-2020
(SEAL)

LEANN WATLINGTON NOTARY PUBLIC STATE OF TEXAS ID# 12641695-7 EXPIRES 2-19-2020

EXHIBIT A

(Diagram showing Anchor Tract and Huddie Tract)

(Close-Ups Follow)

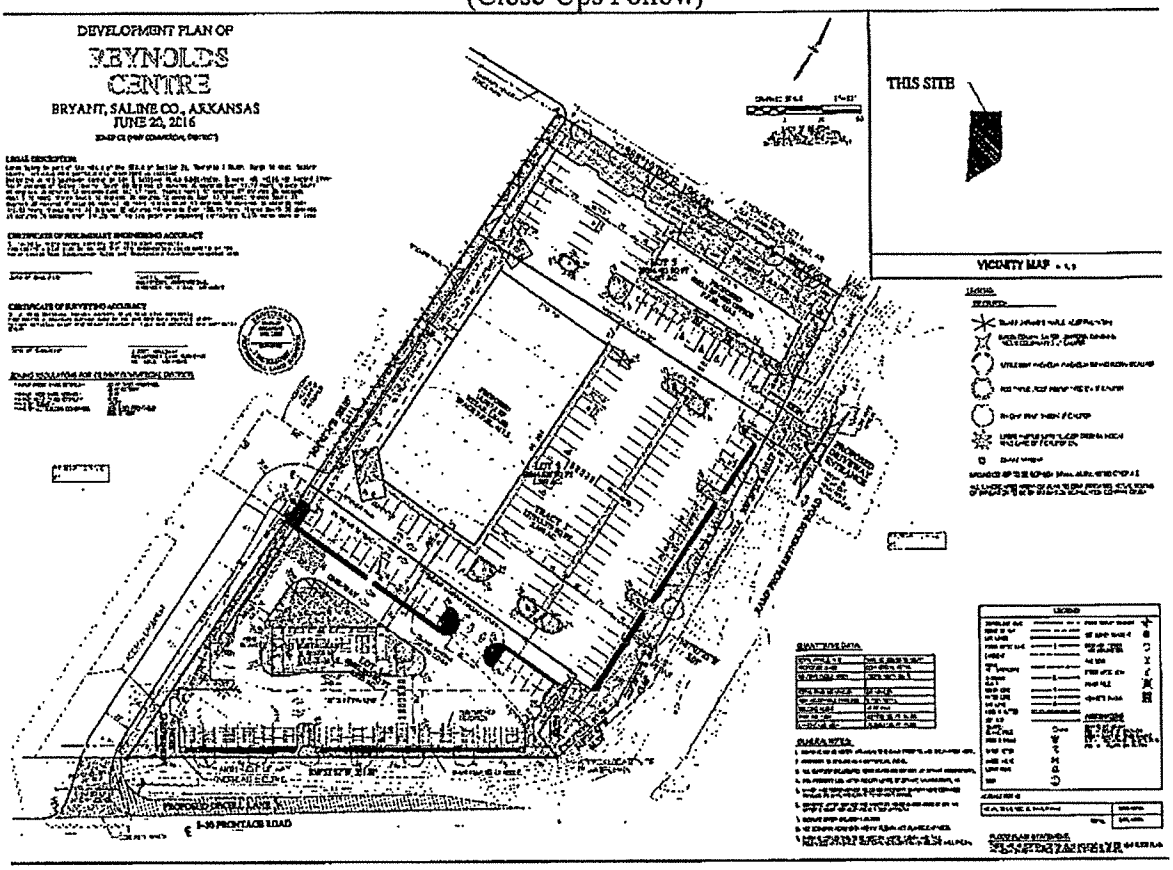
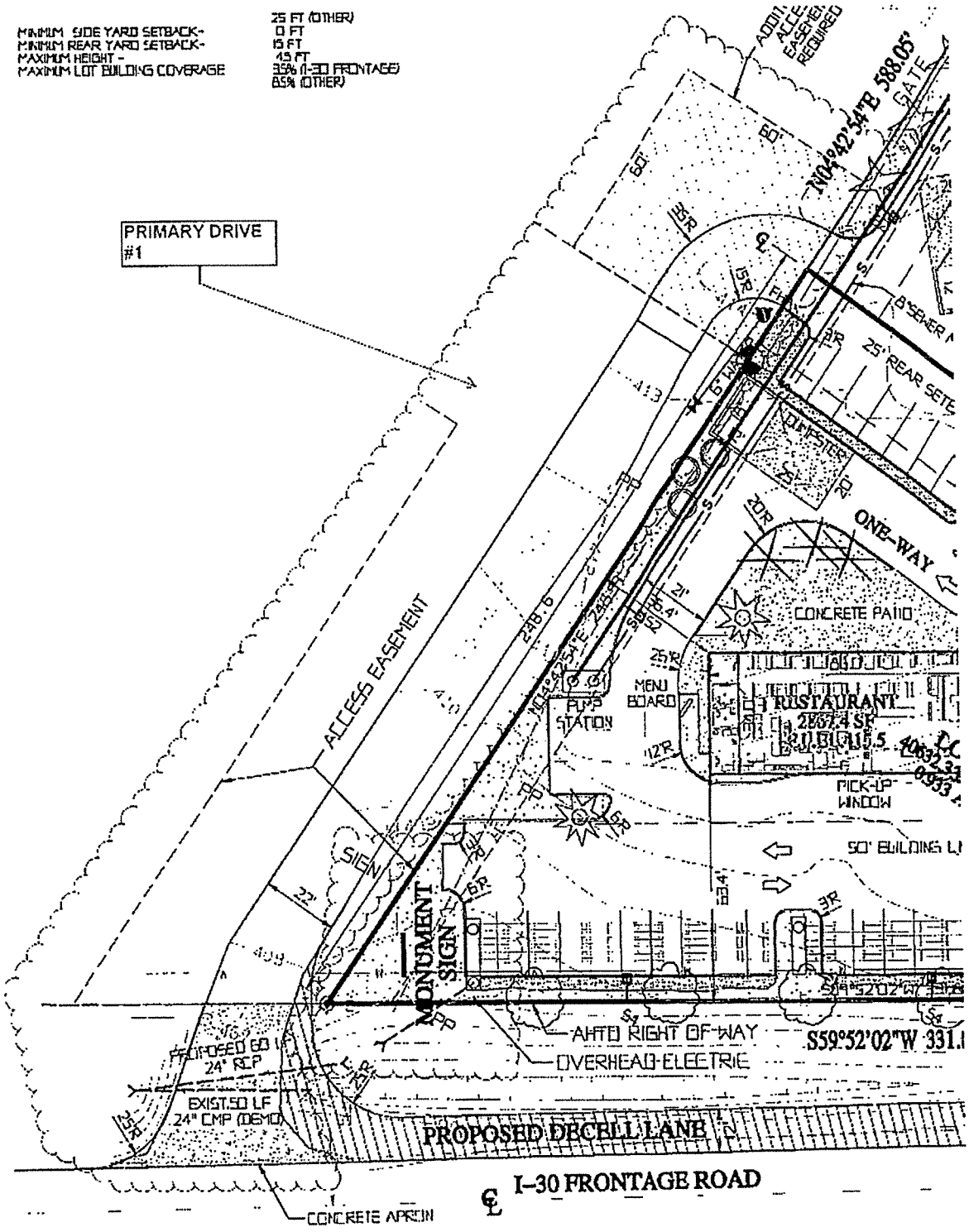
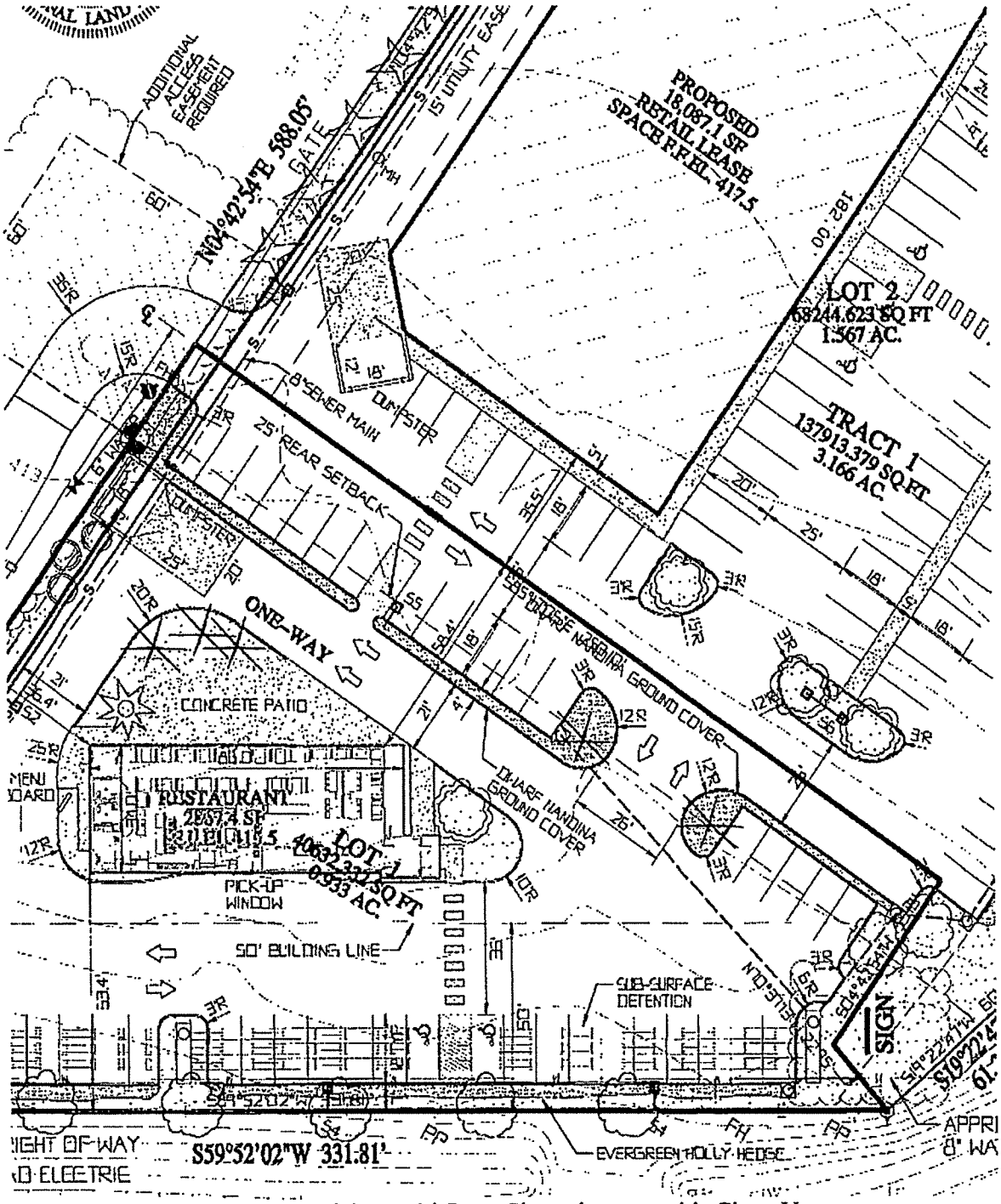


EXHIBIT A



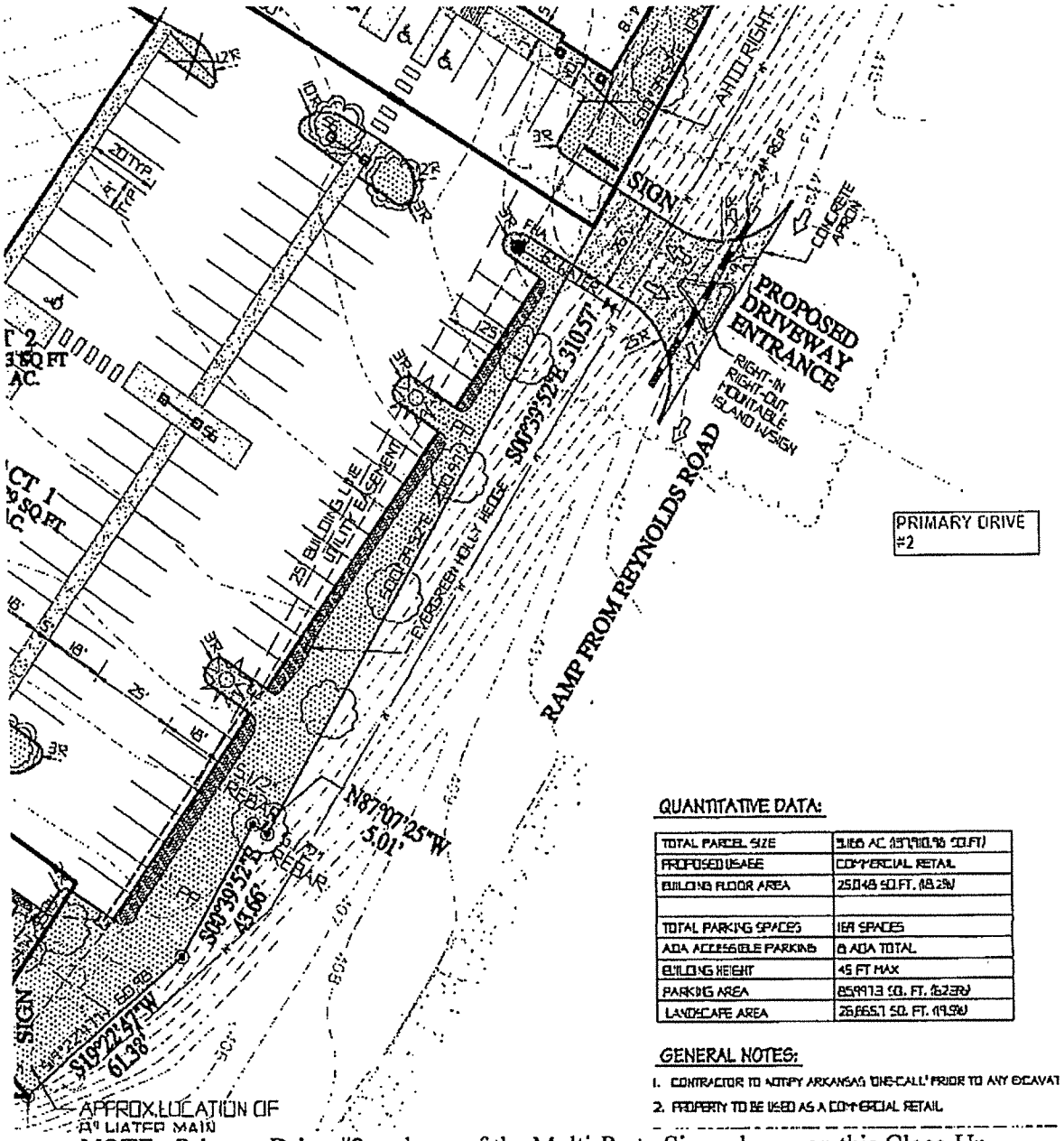
Note: Primary Drive #1 and one of the Multi-Party Signs shown on this Close-Up.

EXHIBIT A



Note: One of the Multi-Party Signs shown on this Close-Up.

EXHIBIT A



NOTE: Primary Drive #2 and one of the Multi-Party Signs shown on this Close-Up.

EXHIBIT A

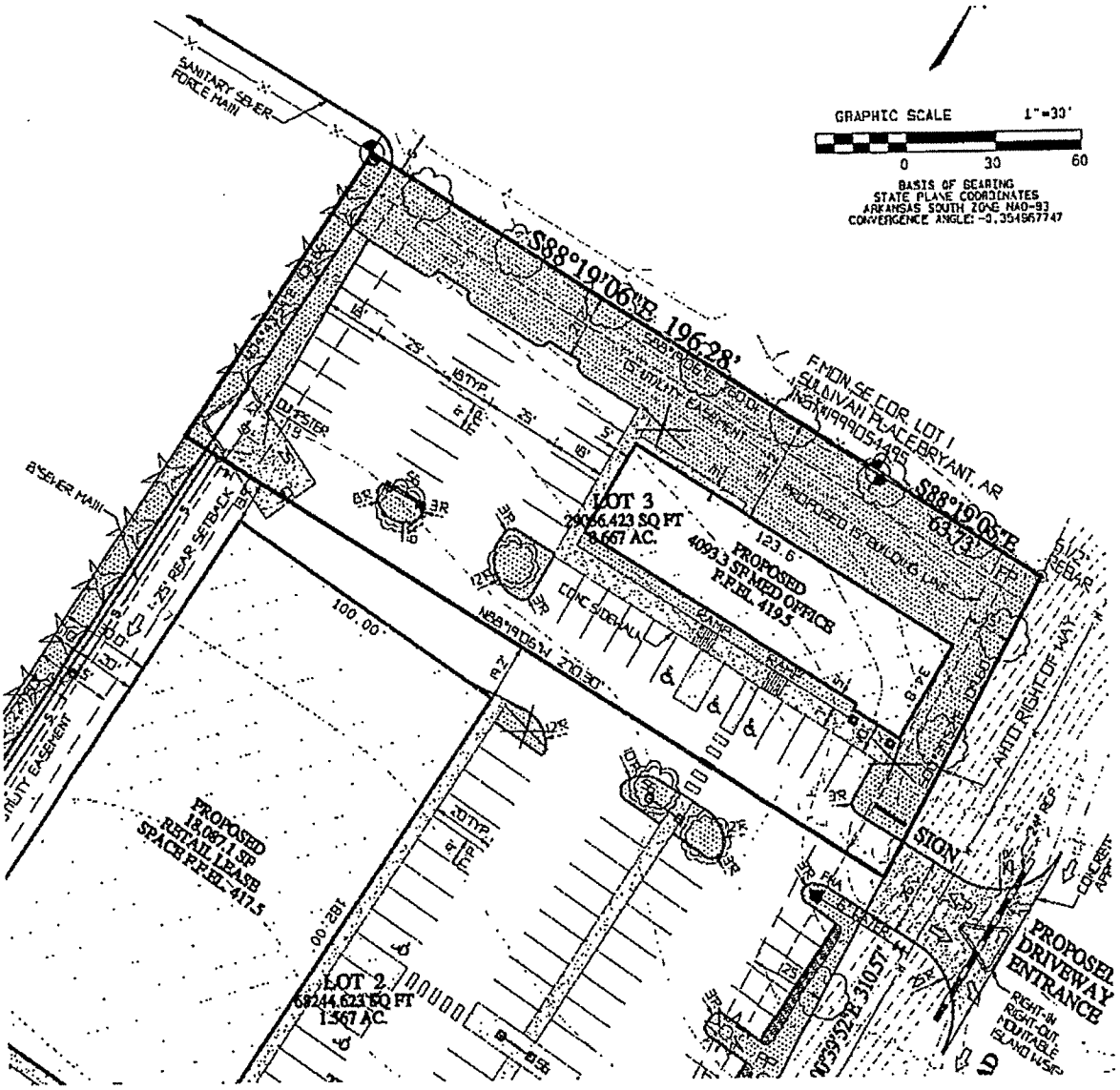

GRAPHIC SCALE 1"=30'
0 30 60
BASIS OF BEARING
STATE PLANE COORDINATES
ARKANSAS SOUTH ZONE NAD-83
CONVERGENCE ANGLE: -0.354967747
SANITARY SEWER FORCE MAIN
S88°19'06"E 196.28'
FMON SE COR. LOT 1 SULLIVAN PLACE BRYANT, AR
S88°19'06"E 63.73'
LOT 3
79066.423 SQ FT
1.667 AC.
PROPOSED 40933 SF MED OFFICE F.F.EL. 419.5
123.6
100.00
N88°19'06"W 210.30'
PROPOSED 18,067.1 SF RETAIL LEASE SPACE F.F.EL. 417.5
182.00
LOT 2
69244.623 SQ FT
1.567 AC.
S03°39'52"E 310.57'
SIGN
PROPOSED DRIVEWAY ENTRANCE
RIGHT-IN RIGHT-OUT EQUITABLE ISLAND W/SEP
BUILDING SETBACK LINE
UTILITY EASEMENT
25' REAR SETBACK
SEWER MAIN
DUMPSTER
ADD'L RIGHT-OF-WAY

EXHIBIT A

EXHIBIT B

(Anchor Tract legal description)

Lot 1

Lands lying in part of the NE1/4 of the SE1/4 of Section 21, Township 1 South, Range 14 West, Saline County, Arkansas more particularly described as follows:
Commencing at the Southeast corner of Lot 1 Sullivan Place Subdivision, Bryant, AR, filed for record 1999-54493 records of Saline County; thence South 88 degrees 19 minutes 06 seconds East 63.73 feet; thence South 00 degrees 39 minutes 52 seconds East 310.57 feet; thence North 87 degrees 07 minutes 25 seconds West 5.01 feet; thence South 00 degrees 39 minutes 52 seconds East 43.66 feet; thence South 19 degrees 22 minutes 47 seconds West 61.38 feet which is also the point of beginning;
thence South 59 degrees 52 minutes 02 seconds West 331.81 feet; thence North 04 degrees 42 minutes 54 seconds East 248.59 feet; thence South 85 degrees 17 minutes 06 seconds East 250.10 feet; thence South 04 degrees 42 minutes 54 seconds West 53.18 feet; thence South 70 degrees 37 minutes 13 seconds East 22.95 feet to the point of beginning containing 0.933 acres more or less.

Lot 2

Lands lying in part of the NE1/4 of the SE1/4 of Section 21, Township 1 South, Range 14 West, Saline County, Arkansas more particularly described as follows:
Commencing at the Southeast corner of Lot 1 Sullivan Place Subdivision, Bryant, AR, filed for record 1999-54493 records of Saline County; thence South 88 degrees 19 minutes 06 seconds East 63.73 feet; thence South 00 degrees 39 minutes 52 seconds East 109.60 feet which is also the point of beginning;
thence continue South 00 degrees 39 minutes 52 seconds East 200.97 feet; thence North 87 degrees 07 minutes 25 seconds West 5.01 feet; thence South 00 degrees 39 minutes 52 seconds East 43.66 feet; thence South 19 degrees 22 minutes 47 seconds West 61.38 feet; thence North 70 degrees 37 minutes 13 seconds West 22.95 feet; thence North 04 degrees 42 minutes 54 seconds East 53.18 feet; thence North 85 degrees 17 minutes 06 seconds West 250.10 feet; thence North 04 degrees 42 minutes 54 seconds East 229.80 feet; thence South 88 degrees 19 minutes 06 seconds East 270.30 feet to the point of beginning containing 1.567 acres more or less.

EXHIBIT C

(Huddie Tract legal description)

Lot 3

Lands lying in part of the NE1/4 of the SE1/4 of Section 21, Township 1 South, Range 14 West, Saline County, Arkansas more particularly described as follows:
Beginning at the Southeast corner of Lot 1 Sullivan Place Subdivision, Bryant, AR, filed for record 1999-54493 records of Saline County; thence South 88 degrees 19 minutes 06 seconds East 63.73 feet; thence South 00 degrees 39 minutes 52 seconds East 109.60 feet; thence North 88 degrees 19 minutes 06 seconds West 270.30 feet; thence North 04 degrees 42 minutes 54 seconds East 109.66 feet; thence South 88 degrees 19 minutes 06 seconds East 196.28 feet to the point of beginning containing 0.667 acres more or less.