

BEFORE THE ZONING BOARD AND THE
MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF RIDGELAND, MISSISSIPPI

IN THE MATTER OF THE PETITION
AND APPLICATION OF CBC JACKSON,
LLC D/B/A THE ORCHARD FOR A
CONDITIONAL USE PERMIT AND
DIMENSIONAL VARIANCE

PETITION AND APPLICATION FOR
CONDITIONAL USE PERMIT AND DIMENSIONAL VARIANCE

COMES NOW CBC Jackson, LLC d/b/a The Orchard
("Petitioner"), and respectfully petitions the Mayor and Board of
Aldermen of the City of Ridgeland, Mississippi, (1) to grant a
Conditional Use Permit, as authorized by Section 600.09 of the
Zoning Ordinance, and (2) to grant a dimensional variance from
certain setback requirements, as authorized by Section 600.08 of
the Zoning Ordinance, all for the purpose of permitting an
expansion of the continuing care retirement community known as
The Orchard, which continuing care retirement community is
located at 600 Pear Orchard Road in the City of Ridgeland. The
proposed expansion area ("subject property") is located
immediately south of the existing facilities of The Orchard and
north of Towne Center Boulevard on a tract of land consisting of
7.0684 acres, more or less. The legal description of the subject

property is set forth below. In support whereof, the Petitioner would show the following:

1. The name of the Petitioner is CBC Jackson, LLC d/b/a The Orchard. The Petitioner is a Delaware limited liability company qualified to do business in Mississippi.

2. The mailing address for the corporate offices of the Petitioner is CBC Jackson, LLC, ATTN: Edward P. Nordberg, Jr., Wakefield Capital Management, Inc., 2 Wisconsin Circle, Suite 700, Chevy Chase, Maryland 20815. The local mailing address of the Petitioner is The Orchard, ATTN: Sharon Sullivan, Executive Director, 600 Pear Orchard Road, Ridgeland, Mississippi 39157. The attorney for the Petitioner is James A. Peden, Jr., of the firm of Stennett, Wilkinson & Peden, whose mailing address is Post Office Box 13308, Jackson, Mississippi 39236-3308.

3. The telephone number for the corporate offices of the Petitioner is 301-941-1670, while the telephone number for The Orchard is 601-856-2205. The telephone number for the attorney for the Petitioner is 601-206-1816.

4. The legal description of the subject property is attached hereto as Exhibit "A-1" and made a part hereof. The subject property has several owners, including Saratoga Limited Partnership, a Mississippi limited partnership; H. Douglas

Hederman, Trustee of the Sally Hollomon Hederman Marital Trust (U/A); Charlo Real Estate, L.P., a Mississippi limited partnership; Clement Land and Minerals, LLC, a Mississippi limited partnership; Barbara Stover England and Elizabeth Stover Phillips, Co-Executrices of the Estate of Howard E. Stover, Deceased; Pruet Oil Company LLC, a Mississippi limited liability company; Clemover Corporation, a Delaware corporation; Mary Lea Hagan, Executrix of the Estate of Wiley Hagan, Jr., Deceased; Raymond R. Leninger; and Alice M. Leninger. The owners acquired title to the subject property pursuant to (1) a Special Warranty Deed from J. Bruns Clement to Saratoga Limited Partnership dated January 8, 1990, and recorded in Book 262, at Page 505, on the land records in the office of the Chancery Clerk of Madison County, Mississippi; (2) a Correction Special Warranty Deed from Resolution Trust Corporation, as Receiver for Great American Savings and Loan Association, F.A., to Charles L. Scott, et al, dated June 15, 1993, and recorded in Book 368, at Page 112, on the land records in the office of the Chancery Clerk of Madison County, Mississippi; (3) a Deed from Charles L. Scott to Charlo Real Estate, L.P., dated February 21, 1998, and recorded in Book 415, at Page 291, on the land records in the office of the Chancery Clerk of Madison County, Mississippi; (4) a Special Warranty Deed from H. Douglas Hederman, Executor of the Estate of

Hap Hederman (one and the same person as Henry Hederman, Jr.), Deceased, to H. Douglas Hederman, as Trustee of the Sally Hollomon Hederman Marital Trust (U/A), dated February 14, 2012, and recorded in Book 2757, at Page 771, on the land records in the office of the Chancery Clerk of Madison County, Mississippi; (5) a Conveyance from Joseph Bruns Clement, et al to Clement Land and Minerals, LLC, dated August 25, 2014, and recorded in Book 3133, at Page 598, on the land records in the office of the Chancery Clerk of Madison County, Mississippi; and (6) a Quitclaim Deed from Leninger, Inc., a Mississippi corporation, to Raymond R. Leninger and Alice M. Leninger, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, dated March 11, 2010, and recorded in Book 2522, at Page 357, on the land records in the office of the Chancery Clerk of Madison County, Mississippi. Copies of those six instruments are attached hereto as Exhibits "A-2", "A-3", "A-4", "A-5", "A-6", and "A-7", respectively, and made a part hereof.

A digital text version of the legal description of the subject property is being provided to the Director of Community Development (Zoning Administrator) for use in advertising the public hearing.

5. The addresses and telephone numbers of the Owners of the subject property are set forth on a listing attached hereto as Exhibit "B" and made a part hereof.

6. A copy of the written authority for the representative of the owners to act on behalf of the owners is in the form of two documents, each entitled Authorization of Owners, attached hereto as Exhibits "C-1" and "C-2", respectively, and made a part hereof. Those documents authorize Ridgeland Land Acquisition, LLC, a Delaware limited liability company qualified to do business in Mississippi, and its representatives to sign this Petition and Application on their behalf. Ridgeland Land Acquisition, LLC, whose Mississippi address is c/o CT Corporation System, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi 39232, has in turn authorized Sharon Sullivan, Executive Director of The Orchard, whose telephone number is 601-856-2205, to be its authorized agent and representative to sign this Petition and Application on behalf of Ridgeland Land Acquisition, LLC. See the Written Consent of the Sole Member of Ridgeland Land Acquisition, LLC, signed by Edward P. Nordberg, Jr., as Managing Member, effective November 1, 2017, a copy of which Written Consent is attached hereto as Exhibit "C-3" and made a part hereof.

7. The subject property does not have a numbered street address. The western portion of the subject property, which fronts upon Pear Orchard Road, is zoned General Commercial District (C-2) under the Zoning Ordinance of the City of Ridgeland. The eastern portion of the subject property, whose eastern boundary borders the residential development known as The Enclave at Towne Center, is zoned Low-Intensity Commercial District (C-1) under the Zoning Ordinance of the City of Ridgeland. Both the western and eastern portions of the subject property are located south of the existing facilities of The Orchard at 600 Pear Orchard Road. The subject property is located north of Towne Center Boulevard. The tax parcel identification numbers for the four parcels comprising the subject property are 072I-32B-8/01.01, 072I-32B-8/01.02, 072I-32B-1/02.02, and 72I-32B-1/02.01.

8. A copy of a plat or map of the subject property certified by Don F. Garner, a licensed land surveyor, is attached hereto as Exhibit "D" and made a part hereof.

9. A vicinity map or plat depicting an area of at least 300 feet surrounding the subject property in all directions is attached hereto as Exhibit "E" and made a part hereof. The vicinity map includes the current zoning classifications of all lands located within 160 feet of the subject property.

10. The subject property is presently zoned both General Commercial District (C-2) and Low-Intensity Commercial District (C-1) under the Zoning Ordinance of the City of Ridgeland.

11. While the land on which the current facilities of The Orchard are located is zoned Special Use District (S-1) under the Zoning Ordinance of the City of Ridgeland, and while the Petitioner could seek to rezone the subject property to a classification of Special Use District (S-1), the Department of Community Development has advised the Petitioner that it would be more appropriate for the Petitioner to seek a Conditional Use Permit for the expansion of The Orchard, being a continuing care retirement community offering its residents independent living, assisting living, memory care, and skilled nursing care. The expansion of The Orchard would be considered a housing for the elderly complex and specialized housing to accommodate other specific populations. Such facilities are authorized by Conditional Use Permit under Section 400.03.B of the Zoning Ordinance for land located in the Low-Intensity Commercial District (C-1) and by Section 410.03.C of the Zoning Ordinance for land located in the General Commercial District (C-2).

12. The Petitioner intends to use the subject property for an expansion of the existing continuing care

retirement community known as The Orchard, more specifically for the relocation and expansion of the existing assisted living beds and memory care beds at The Orchard.

13. A site plan for the development of the subject property, as required by Section 600.09 of the Zoning Ordinance, is attached hereto as Exhibit "F" and made a part hereof. That site plan includes a preliminary concept site plan, an overall lower level floor plan (memory care), an overall first floor plan (assisted living), an overall second floor plan (assisted living), designs for typical units, and a preliminary partial front elevation drawing.

14. Under the proposed site plan, no portion of the new facilities to be constructed, including parking lots and paved areas, will come within ten feet of the rear lot line, which lot line separates the subject property from the residential development known as The Enclave at Towne Center to the east. Thus, no dimensional variance from the ten-foot rear setback requirement will be needed. However, Section 400.04.E.2 of the Zoning Ordinance requires a 50-foot landscaped open area between any building, parking lot, or paved area and the rear lot line adjoining residentially zoned property. A parking lot and paved area of the new facility will come within 50 feet of the rear property line. The Petitioner is thus seeking a dimensional

variance from the 50-foot landscaped open area requirement set forth in Section 400.04.E.2 of the Zoning Ordinance. It should be noted that paragraph 60 of the Protective Covenants for The Enclave at Towne Center, which Protective Covenants are dated February 22, 2013, and recorded in Book 2911, at Page 227, on the land records in the office of the Chancery Clerk of Madison County, Mississippi, waives any requirement for a 50-foot perimeter green space in regard to development of the adjoining subject property. Paragraph 60 states that "a fifty foot (50') perimeter green space requirement for adjoining commercial property will not be a future requirement for the adjoining property." A copy of the said Protective Covenants for The Enclave at Towne Center is attached hereto as Exhibit "G" and made a part hereof.

15. The Petitioner acknowledges that, in order to assure consideration of the requested Conditional Use Permit, it must present proof as to all matters required to be proved by Section 600.09 of the Zoning Ordinance. The Petitioner acknowledges that it must answer the following questions in connection with filing this Petition. The Petitioner acknowledges that the Petition will not be accepted unless it responds to each of the following questions:

- a. Why does the Petitioner claim that the requested land use fits the site and is compatible with adjacent properties?

The Orchard has operated successfully as a continuing care retirement community at 600 Pear Orchard Road, immediately north of the subject property, since 1986 with no adverse affect on adjacent tracts or the surrounding area. The United States Post Office and various commercial businesses are located west across Pear Orchard Road from the existing facilities of The Orchard and the subject property. The Orchard is an anchor of the neighborhood along Pear Orchard Road. The Petitioner is seeking a Conditional Use Permit and a dimensional variance to permit an expansion of the facility, more specifically an expansion and relocation of the assisted living and memory care beds currently operated at the facility. The Orchard currently has 52 licensed assisted living units (apartments) and 26 licensed assisted living/memory care beds. The expansion will increase the number of licensed assisted living units (apartments) to 80 (84 beds) and the number of licensed assisted living/memory care units to 38 (54 beds).

- b. How will the proposed use impact traffic on adjacent streets and highways?

The expansion will have only minimal impact on the existing traffic on Pear Orchard Road. Memory care patients do not drive, and only about ten percent (10%) of assisted living residents drive. The additional employees required for the expansion will be approximately six employees for each of the three shifts. Kitchen and other support staff will increase by approximately ten employees. There will be an entrance/exit drive on Towne Center Boulevard, which drive will reduce the traffic currently entering

and exiting the existing facility on Pear Orchard Road.

- c. Will the requested land use cause an adverse effect (noise, glare, odor, traffic, use, encroachment, etc.) on abutting property or the permitted use thereof? Please explain.

No. The expansion will not have any adverse affect on abutting property, being The Enclave at Towne Center on the east, the dedicated public street known as Pear Orchard Road on the west, and the dedicated street known as Towne Center Boulevard on the south. The subject property will include an enclosed compactor, which will be sanitized on each pickup of waste material.

- d. What provision(s) have been made for ingress and egress to the subject property and structures located thereon with particular reference to automobile and pedestrian safety, traffic flow, and fire protection?

The existing main entrance of The Orchard will continue to be the main entrance for the enlarged facility. There is also an existing north entrance/exit drive for vendor delivery to the main kitchen, which drive will continue to exist. As previously mentioned, there will be a new entrance/exit connecting the expansion area with Towne Center Boulevard. This new entrance/exit will be used as a service entrance. As the site plan shows, there will be what is effectively a circular drive for the expansion area and adjacent additional parking areas. The traffic flow will be more than adequate. Fire trucks will have no difficulty reaching the expanded facilities of The Orchard from all sides. There will be sidewalks for the limited pedestrian traffic. The expanded facility has been designed to promote both automobile and pedestrian traffic safety.

- e. What provision(s) have been made to provide adequate off-street parking and loading areas in conformance with Section 37.02 Off-Street Parking of the Zoning Ordinance?

The site plan provides for adequate off-street parking and loading areas beneath porte-cocheres. It should be remembered that most residents who will live in the expansion area do not drive.

- f. What provision(s) have been made for refuse storage areas and service areas to be screened from adjoining properties, and are the proposed improvements in conformance with Section 36.07 and Appendix "D"?

The refuse storage area, consisting of two dumpsters, will be located just west of the service entrance at the southwest corner of the new building. The refuse storage area will be screened by an appropriate fence and will be further screened by trees. The refuse storage area will be located far away from the residential homes in The Enclave at Towne Center. There are no expressly designated services areas. The proposed improvements will be in conformance with Section 36.07 and Appendix "D".

- g. What provision(s) have been made for controlling drainage and erosion on/from the proposed site?

The subject property slopes moderately from north to south and from west to east. A storm water detention basin is planned for southeast corner of the subject property. The Petitioner does not envision any drainage or erosion problems. During the construction process, a silt fence will be utilized to prevent erosion.

- h. What provision(s) have been made for the availability and connection of utilities?

The existing facilities of The Orchard are served by all needed utilities, including electricity, water, sewer, telephone, natural gas, and cable television service. Necessary lines and pipes are in place. There will be no problem in extending the existing utility service to the expansion area. Mike McCollum, Director of Public Works for the City of Ridgeland, has reviewed the preliminary plans for the expansion area and has not expressed any concern in regard to utilities. A representative of CenterPoint has stated that there should be no problem with providing natural gas service to the new facility. Similarly, an engineer with Entergy has visited the facility and has stated that Entergy can supply the electric power needed for the expansion area.

- i. What provision(s) have been made for signage and lighting at the proposed site?

The existing signs for The Orchard will remain in place. The Orchard will most likely add a discreet sign designating the entrance/exit drive off Towne Center Boulevard as a service drive. There will be appropriate security lighting for the new drives and parking areas.

- j. Does the proposed land use comply with required yards, Landscape Ordinance, and Tree Ordinance? If not, please explain.

Yes, the proposed land use will comply with all applicable municipal Ordinances.

- k. What provision(s) have been made with respect to hours of operation so as not to cause an adverse effect on neighboring properties?

A continuing care retirement community like The Orchard must operate for the benefit of its residents 24 hours a day and seven days a week. In contrast to employees of typical commercial facilities, employees of The Orchard do not arrive and depart at opening and closing times. There are three shifts of employees, with shift changes occurring at 7:00 a.m., 3:00 p.m., and 11:00 p.m. None of these shift changes occur during times of peak commuter traffic. The hours of operation for the existing facility have caused no adverse affect on neighboring properties. That situation will continue after the construction of the expansion area.

1. What provision(s) have been made to adequately address any concern for safety?

The entire facility, including the expansion area, will be fenced and gated. Gates are controlled by keypads and are monitored by cameras which are manned between 4:00 p.m. and 8:00 a.m. All gates and exterior doors, with the exception of the main entrance, will be locked at 10:00 p.m. Anyone entering The Orchard, including the expansion area, after 10:00 p.m. can only do so at the front entrance or at entrances which are equipped with keypads. The Orchard, operating under regulations promulgated by the Mississippi State Department of Health, is acutely aware of protecting the safety of residents.

- m. What provision(s) have been made to address any negative impact on the capacity of public facilities?

There will not be any negative impact on the capacity of public facilities.

- n. What provision(s) have been made to minimize environmental and economic impacts?

The facility will not generate noise, glare, smoke, or other negative environmental factors. The Petitioner has previously mentioned the storm water detention area to be constructed in the southeast portion of the expansion area. The economic impact of the expansion area, which will provide local construction jobs and which will ultimately result in new jobs for additional employees, will be positive.

- o. Does the proposed land use encroach upon flood hazard zones or airport approach zones?

No.

- p. Are there any additional issues that should be addressed in this application?

The buildings to be constructed in the expansion area will have sprinkler systems and will comply with all local fire and building codes.

16. The Petitioner acknowledges that, prior to the approval of this Petition, a public hearing must be held in accordance with the provisions of Section 600.15 of the Zoning Ordinance. The Petitioner acknowledges that, at the public hearing, it will be required to provide proof in the form of testimony and documents as to the matters listed in paragraph 15 of this Petition.

17. Petitioner believes that the reasons set forth in this Petition justify the granting of the requested Conditional Use Permit.

18. The Petitioner would show that the planned use of the subject property for the expansion of The Orchard and the requested Conditional Use Permit would be in harmony with the general purpose and intent of the land uses permitted in the General Commercial District (C-2) and in the Low-Intensity Commercial District (C-1) where the subject property is located. The Petitioner would show that the planned use of the subject property and the requested Conditional Use Permit would not be injurious to the neighborhood or detrimental to the public welfare.

19. The conditions and circumstances which have caused the Petitioner to request a dimensional variance are not the result of the actions of the Petitioner, but rather result from the substantial public need to expand the existing services of the continuing care retirement community known as The Orchard. The conditions and circumstances also result from the waiver by the developer of The Enclave at Towne Center, at the request of the City of Ridgeland, of the requirement of a 50-foot open green area at the rear of the subject property.

20. No special privilege will be granted to the Petitioner by the approval of this dimensional variance which is not available to other property owners having similar circumstances.

21. The Petitioner believes that the reasons set forth in this Petition justify the granting of the requested dimensional variance, and that the requested dimensional variance constitutes the minimal allowable deviation from the dimensional requirements of the Zoning Ordinance, while at the same time allowing for responsible use of the subject property.

22. The Petitioner would show that the planned use of the subject property for the expansion of The Orchard and the requested dimensional variance would be in harmony with the general purpose and intent of the Zoning Ordinance, and would not be injurious to the neighborhood, the adjoining property, or detrimental to the public welfare.

23. The required \$150.00 filing fee has been paid with the filing of this Petition.

WHEREFORE, for the reasons set forth above, the Petitioner respectfully requests the Zoning Board to recommend approval of, and the Mayor and Board of Aldermen to grant, the requested Conditional Use Permit and the requested dimensional variance so as to permit an expansion of The Orchard that would


help fill an increasing need in the City of Ridgeland and in Madison County for continuing care retirement facilities.

THIS is the 3rd day of November, 2017.

Respectfully submitted,


CBC JACKSON, LLC, PETITIONER

STENNETT, WILKINSON & PEDEN,
ATTORNEYS FOR PETITIONER

BY: 
JAMES A. PEDEN, JR.

SARATOGA LIMITED PARTNERSHIP, A MISSISSIPPI LIMITED PARTNERSHIP; H. DOUGLAS HEDERMAN, TRUSTEE OF THE SALLY HOLLOWOM HEDERMAN MARITAL TRUST (U/A); CHARLO REAL ESTATE, L.P., A MISSISSIPPI LIMITED PARTNERSHIP; CLEMENT LAND AND MINERALS, LLC, A MISSISSIPPI LIMITED PARTNERSHIP; BARBARA STOVER ENGLAND AND ELIZABETH STOVER PHILLIPS, CO-EXECUTRICES OF THE ESTATE OF HOWARD E. STOVER, DECEASED; PRUET OIL COMPANY, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY; CLEMOVER CORPORATION, A DELAWARE CORPORATION; MARY LEA HAGAN, EXECUTRIX OF THE ESTATE OF WILEY HAGAN, JR., DECEASED; RAYMOND R. LENINGER; AND ALICE M. LENINGER, OWNERS

BY: RIDGELAND LAND ACQUISITION,
LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AUTHORIZED
AGENT AND REPRESENTATIVE OF
OWNERS

BY: 
SHARON SULLIVAN,
EXECUTIVE DIRECTOR OF CBC
JACKSON, LLC D/B/A THE
ORCHARD AND AUTHORIZED
AGENT AND REPRESENTATIVE
OF RIDGELAND LAND
ACQUISITION, LLC

JAMES A. PEDEN, JR., MSB NO. 4086
STENNETT, WILKINSON & PEDEN
Post Office Box 13308
Jackson, Mississippi 39236-3308
Telephone: 601/206-1816
E-Mail: jpeden@swplaw.net
Website: www.swplaw.net

A certain parcel of land being situated in Section 32, T7N-R2E in the City of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Northwest corner of the aforesaid Section 32, T7N-R2E and run thence East for a distance of 35.0 feet to a point on the East right-of-way line of Pear Orchard Road; run thence South along said East right-of-way line of Pear Orchard Road for a distance of 1,099.88 feet to an existing ½" iron pin marking the Northwest corner of that certain parcel of land as described in deed recorded in Deed Book 211 at Page 314, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi; run thence South along said East right-of-way line of Pear Orchard Road for a distance of 209.17 feet to an existing concrete monument; run thence South 00 degrees 16 minutes 00 seconds East along said East right-of-way line of Pear Orchard Road for a distance of 466.86 feet to an existing ½" iron pin 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 Pear Orchard Road, run thence South 89 degrees 53 minutes 33 seconds East for a distance of 676.11 feet to a set ½" iron pin marking the Northwest corner of Lot 5, The Enclave at Towne Center (Part One), a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as now recorded in Plat Cabinet E at Slide 177A; run thence South 00 degrees 09 minutes 33 seconds East along the West line of said The Enclave at Towne Center (Part One) for a distance of 453.77 feet to a set ½" iron pin on the North right-of-way line of Towne Center Boulevard; leaving said West line of The Enclave at Towne Center (Part One), run thence South 89 degrees 48 minutes 04 seconds West along said North right-of-way line of Towne Center Boulevard for a distance of 675.60 feet to a set ½" iron pin marking the Point of Intersection of said North right-of-way line of Towne Center Boulevard with the aforesaid East right-of-way line of Pear Orchard Road; leaving said North right-of-way line of Towne Center Boulevard, run thence North 00 degrees 13 minutes 13 seconds West along said East right-of-way line of Pear Orchard Road for a distance of 457.39 feet to the POINT OF BEGINNING, containing 307,896.6209 square feet or 7.0684 acres, more or less.

39044450.v1



SPECIAL WARRANTY DEED

STATE OF MISSISSIPPI
COUNTY OF MADISON

34573

MM 262 505

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, J. BRUNS ELEMENT, Grantor, does hereby sell, assign and warrant specially to Saratoga Limited Partnership, a Mississippi limited partnership, grantees, the following described property located entirely in the city of Ridgeland, Madison County, Mississippi, together with all improvements and appurtenances:

Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and being more particularly described by notes and bounds as follows:

Commence at the Northwest corner of the said Section 32 and run thence East for a distance of 28.0 feet; run thence Southerly along the East right of way line of Pear Orchard Road for a distance of 1,099.80 feet to an Iron Pin; continue thence Southerly along the said East right of way line of Pear Orchard Road for a distance of 309.17 feet to a concrete right of way marker; thence turn left through a deflection angle of 0° 10' 00" and continue Southerly along the said East right of way line of Pear Orchard Road for a distance of 591.61 feet to the POINT OF BEGINNING for the parcel herein described; thence leave said East right of way line and run South 89° 53' 33" East for a distance of 300.0 feet; thence South 0° 13' 33" East for a distance of 339.75 feet to the Northern right of way line of Town Center Boulevard; thence South 89° 48' 04" West for a distance of 299.98 feet along the said Northern right of way line of Town Center Boulevard to the intersection of the said Northern right of way line with the said East right of way line of Pear Orchard Road; thence North 00° 13' 13" West for a distance of 332.39 feet along the said East right of way line of Pear Orchard Road to the POINT OF BEGINNING, containing 2.2836 acres more or less.

The Grantor's special warranty is subject to the exceptions as shown on Exhibit "A" attached hereto.

That portion of the 1969 ad valorem taxes and the 1969 special assessment for Town Center Boulevard assessed since May 9, 1969, as well as ad valorem taxes and special assessments for the year 1966 will be paid by the Grantee herein. Grantee shall have the sole



responsibility to pay these ad valorem taxes and special assessments when due.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed on this day of JANUARY 6, 1990.

J. Bruns Clement
J. BRUNS CLEMENT

REC-506

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of January, 1990, within my jurisdiction, the within named J. BRUNS CLEMENT, who being by me first duly sworn, did execute and deliver the foregoing Special Warranty Deed as his voluntary act and deed.

James M. Craig
NOTARY PUBLIC

My Commission Expires:
1/16/90
(A B L)

Grantor:

J. Bruns Clement
666 North St., Suite 101
Jackson, MS 39208
Telephone: (601) 353-4971

Grantee:

Saratoga Limited Partnership
1244 Deposit Guaranty Plaza
Jackson, MS 39201
Telephone: (601) 353-4971

EXHIBIT "A"

1. Ad valorem taxes for the year 1991, which are not due and payable until January 1, 1992.
2. Reservations or conveyances of minerals by prior owners.
3. Zoning and building regulations.
4. The special assessment assessed to said property for building Town Center Boulevard.
5. Any encumbrances for public utilities.
6. Ad valorem taxes for the year 1990, which are not due and payable until January 1, 1991.

202-285-537

INITIALED FOR
IDENTIFICATION

Ernie Clement EC
Saratoga Limited
Partnership
BY: Sage Oil, Inc. see

0:001407,0000000000,000



STATE OF MISSISSIPPI, County of Madison:

I certify that the within instrument was filed for record in my office this 9 day of Jan, 1990, at 3:40 o'clock P.M., and was duly recorded on the JAN 09 1990, Book No. 262, Page 505.

BILLY V. COOPER, CHANCERY CLERK BY: S. Cole D.C.

CORRECTION SPECIAL WARRANTY DEED

WHEREAS, on June 15, 1993, by instrument recorded in the office of the Chancery Clerk of Madison County, Mississippi, Book 318, Page 304, the Resolution Trust Corporation, as Receiver for Great American Savings and Loan Association, F.A., executed a Special Warranty Deed to the following parties in the stated percentage, Charles L. Scott (10%), Henry Mederman, Jr. (10%), Riley Hagan, Jr. (16.666%), Howard E. Stever (16.666%), Neal Clement (16.666%), Clover Corporation (10%), and Fruit Oil Company (10%), a General Partnership, hereinafter referred to as Grantees, purporting to convey 3.9239 acres of land which was described as follows:

Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and more particularly described by notes and bounds as follows:

Commence at the Northwest corner of the said Section 32 and run thence East for a distance of 35.0 feet; run thence Southerly along the East Right-of-Way line of Pear Orchard Road for a distance of 1099.89 feet to an iron pin; run thence Southerly along the East Right-of-Way of Pear Orchard Road for a distance of 209.17 feet to a concrete right-of-way marker; thence turn left through a deflection angle of 6 degrees 10 minutes 00 seconds and continue Southerly along the said East right-of-way line of Pear Orchard Road for a distance of 466.61 feet; thence leave said East right-of-way line and run South 89 degrees 53 minutes 33 seconds East for a distance of 300.0 feet to the POINT OF BEGINNING for the parcel herein described; thence continue South 89 degrees 53 minutes 33 seconds East for a distance of 453.77 feet to the North line of Towne Center Boulevard; thence South 89 degrees 42 minutes 04 seconds West for a distance of 375.58 feet along the said North line of Towne Center Boulevard; thence North 0 degrees 13 minutes 33 seconds West for a distance of 455.79 feet to the POB, containing 3.9239 acres, more or less.

WHEREAS, the parties to the above referenced deed have been made aware that an error was made in the description of the property purported to be conveyed by said deed due to the

EXHIBIT

tabbles

"A-3"

omission of one call within the description; and

WHEREAS, the parties to said deed desire to correct the description and properly describe the property acquired by Grantees;

NOW, THEREFORE, for the purpose of correcting the description in the Deed recorded at Book 316, Page 364, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Resolution Trust Corporation, as Receiver for Great American Savings and Loan Association, F.A., does hereby sell, convey and specially warrant to Grantees in the percentages above stated all of the real property located in Madison County, Mississippi, more particularly described as:

Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and more particularly described by metes and bounds as follows:

Commence at the Northwest corner of said Section 32 and run thence East for a distance of 35.0 feet; run thence Southerly along the East Right of Way Line of Pear Orchard Road for a distance of 1,099.80 feet to an iron pin; run thence Southerly along the East Right of Way Line of Pear Orchard Road for 209.17 feet to a concrete right of way marker; thence turn left through a deflection angle of 0 degrees 10 minutes 06 seconds and continue Southerly along the said East Right of Way line of Pear Orchard Road for a distance of 466.61 feet; thence leave said East Right of Way Line and run South 89 degrees 53 minutes 33 seconds East for a distance of 308.0 feet to the POINT OF BEGINNING for the parcel herein described; thence continue South 89 degrees 53 minutes 33 seconds East for a distance of 276.11 feet; thence South 88 degrees 09 minutes 33 seconds East for a distance of 453.77 feet to the North line of Town Center Boulevard; thence South 89 degrees 48 minutes 04 seconds West for a distance of 375.38 feet; thence North 00 degrees 13 minutes 33 seconds West for a distance of 455.79 feet to the POINT OF BEGINNING, containing 3.9239 acres, more or less.

together with all tenements, hereditaments, and appurtenances thereto; subject to all of the terms and conditions as further

set forth in the Special Warranty Deed recorded at Book 318, Page 304.

IN WITNESS WHEREOF, Grantor has executed this Deed on the date of the acknowledgment hereinafter set forth, effective as of June 15, 1993.

GRANTOR:

RESOLUTION TRUST CORPORATION, As Receiver for Great American Savings and Loan Association, F.A.

BY:

Handwritten signature of Tracy B. Partridge

Print Name: TRACY B. PARTRIDGE

Title: Attorney-in-Fact

STATE OF TEXAS

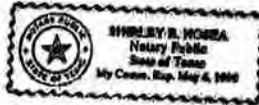
COUNTY OF DALLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 13th day of December, 1993, within my jurisdiction, the within named TRACY B. PARTRIDGE, who acknowledged to me that he is an Attorney-in-Fact for Resolution Trust Corporation, a corporation created under the laws of the United States of America, in its capacity as Receiver for Great American Savings and Loan Association, F.A., and that for and on behalf of Resolution Trust Corporation as Receiver for Great American Savings and Loan Association, F.A., and as its act and deed, he executed the above and foregoing SPECIAL WARRANTY DEED, for the purposes mentioned, on the day, month and year therein mentioned, after first having been duly authorized by Resolution Trust Corporation, as Receiver, so to do.

Handwritten signature of Shirley R. Hosa
NOTARY PUBLIC

My Commission Expires:

(SEAL)



GRANTOR:

RESOLUTION TRUST CORPORATION
3800 Maple Avenue
Dallas, Texas 75219
Telephone: (214) 443-2237

GRANTEE:

NEAL CLEMENT, ET AL
1244 Deposit Guaranty Plaza
Jackson, Mississippi 39201
Telephone: (601) 549-2266

JOINDER

RESOLUTION TRUST CORPORATION, acting in its capacity as Receiver for Great American Federal Savings and Loan Association,

0368-115

predecessor-in-interest to GRANTOR with respect to the above described real property, hereby conveys and quitclaims to GRANTEE any and all interest it may have in the real property, and hereby joins in the conveyance of the real property to GRANTEE, without warranty.

IN WITNESS WHEREOF, the Resolution Trust Corporation, as Receiver for Great American Federal Savings and Loan Association, has set its hand the day and year first above written.

RESOLUTION TRUST CORPORATION, As Receiver for Great American Federal Savings and Loan Association

BY:

James A. Ratliff

Print Name: JAMES A. RATLIFF
Title: Attorney-in-Fact

THIS INSTRUMENT PREPARED BY:

BY M. BONDURANT (MSB NO. 3024)
GERALD S. BRAND, P.L.L.C.
Suite 900, One Jackson Place
100 N. Capitol
P. O. Box 100
Jackson, MS 39205-0100
Telephone: (601) 948-3030

INDEXING INSTRUCTIONS:

Section 32, Township 7 North, Range 2 East: NW 1/4.

000/000.00



STATE OF MISSISSIPPI, COUNTY OF MADISON:

I certify that the within instrument was filed for record in my office this 19 day of Dec, 1995, at 9 o'clock A.M., and was duly recorded on the DEC 19 1995, Book No. 363, Page 112.

STEVE DUNCAN, CHANCERY CLERK

BY: Steve Duncan D.C.

DEED

C214877

Whereas, on June 15, 1993, by instrument recorded in Book 38, Page 304, and by Corrections Deed on December 13, 1995, recorded in Book 368, Page 112, in the office of the Chancery Clerk of Madison County, Mississippi, Charles L. Scott was conveyed a 10% interest in the property as described below:

Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and more particularly described by metes and bounds as follows:

Commence at the Northwest corner of said Section 32 and run thence East for a distance of 35.0 feet; run thence Southerly along the East Right of Way Line of Pear Orchard Road for a distance of 1,099.80 feet to an iron pin; run thence Southerly along the East Right of Way Line of Pear Orchard Road for 209.17 feet to a concrete right of way marker; thence turn left through a deflection angle of 0 degrees 10 minutes 00 seconds and continue Southerly along the said East Right of Way line of Pear Orchard Road for a distance of 466.61 feet; thence leave said East Right of Way Line and run South 89 degrees 53 minutes 33 seconds East for a distance of 300.0 feet to the POINT OF BEGINNING for the parcel herein described; thence continue South 89 degrees 53 minutes 33 seconds East for a distance of 376.11 feet; thence south 00 degrees 09 minutes 33 seconds East for a distance of 453.77 feet to the North line of Town Center Boulevard; thence South 89 degrees 48 minutes 04 seconds West for a distance of 375.58 feet; thence North 00 degrees 13 minutes 33 seconds West for a distance of 455.79 feet to the POINT OF BEGINNING, containing 3.9239 acres, more or less.

Now therefore, Charles L. Scott hereby conveys all of his right, title and interest in the above described land to Charlo Real Estate, Limited Partnership, together with all tenements, hereditaments, and appurtenances thereto; subject to all of the terms and conditions as further set forth in the above mentioned Deeds.

IN WITNESS WHEREOF, Grantor has executed this Deed on this the 21st day of February, 1998.

GRANTOR:

Charles L. Scott
Charles L. Scott



ACKNOWLEDGEMENT

STATE OF Mississippi
COUNTY OF Hinds

BEFORE ME, the undersigned Notary Public, on this day, personally
appeared Charles L. Scott, who acknowledged that
he executed the forgoing instrument as his free act and deed in the presence of the
subscribing witnesses.

Given under my hand and seal of office this 21st day of February
1998.

Wendell P. Baker
Notary Public

MISSISSIPPI STATEMENT OF NOTARY PUBLIC
BY COMMISSION EXPIRES FEB. 21, 2000

B.V. Baker
Subscribing Witness



STATE OF MISSISSIPPI, COUNTY OF MADISON:

I certify that the within instrument was filed for record in my office this 19 day
of Mar, 1998, at 9 o'clock A. M., and was duly recorded
on the MAR 19 1998, Book No. 415, Page 291.

STEVE DUNCAN, CHANCERY CLERK

BY: Charles D.C.

Space Above Line For Official Use Only

106
12-

Instrument Prepared By and Return To: Butler, Snow, O'Mara, Stevens & Cannada, PLLC Attn: Tammy L. Baham, MB#10056 1020 Highland Colony Pkwy, Suite 1400 Post Office Box 6010 Ridgeland, MS 39158-6010 (601) 948-5711	Grantor's Name and Address: H. Douglas Hederman, Executor of the Estate of Hap Hederman, Deceased P. O. Box 6100 Ridgeland, MS 39158 (601) 853-7370	Grantor's Name and Address: H. Douglas Hederman, Trustee of the Sally Holloman Hederman Marital Trust U/A P. O. Box 6100 Ridgeland, MS 39158 (601) 853-7370
To the Chancery Clerk of Madison County, Mississippi: The real property described herein is situated in Section 32, Township 7 North, Range 2 East, in the City of Ridgeland, Madison County, Mississippi.		

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt, adequacy, and sufficiency of all of which is hereby acknowledged, H. Douglas Hederman, as Executor of the ESTATE OF HAP HEDERMAN (ONE AND THE SAME PERSON AS HENRY HEDERMAN, JR.), DECEASED (the "Grantor"), does hereby sell, convey, and warrant specially unto H. Douglas Hederman, as Trustee of the SALLY HOLLOMAN HEDERMAN MARITAL TRUST U/A (the "Grantee"), all of the Grantor's interest in and to the property lying and being situated in the City of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:



Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and more particularly described by metes and bounds as follows:

Commence at the Northwest corner of said Section 32 and run thence East for a distance of 35.0 feet; run thence Southerly along the East Right of Way Line of Pear Orchard Road for a distance of 1,099.80 feet to an iron pin; run thence Southerly along the East Right of Way Line of Pear Orchard Road for 209.17 feet to a concrete right of way marker; thence turn left through a deflection angle of 0 degrees 10 minutes 00 seconds and continue Southerly along the said East Right of Way line of Pear Orchard Road for a distance of 466.61 feet; thence leave said East Right of Way Line and run South 89 degrees 53 minutes 33 seconds East for a distance of 300.0 feet to the POINT OF BEGINNING for the parcel herein described; thence continue South 89 degrees 53 minutes 33 seconds East for a distance of 376.11 feet; thence South 00 degrees 09 minutes 33 seconds East for a distance of 453.77 feet to the North line of Town Center Boulevard; thence South 89 degrees 48 minutes 04 seconds West for a distance of 375.58 feet; thence North 00 degrees 13 minutes 33 seconds West for a distance of 455.79 feet to the POINT OF BEGINNING, containing 3.9239 acres, more or less.

This Special Warranty Deed is executed by the Grantor in his fiduciary capacity as Executor pursuant to authority granted by Decree dated September 26, 2011, in the said Estate of Hap Hederman, Deceased, which said estate proceeding has been administered in Cause No. P2009-414 (W/4) in the Chancery Court of the First Judicial District of Hinds County, Mississippi. This conveyance is made as a distribution to the Grantee of the assets of the estate.

Ad valorem taxes for the year 2011 have been prorated between the Grantor and the Grantee, and the Grantee assumes and agrees to pay the same when they become due and payable.

Witness the signature of the Grantor, this the 14th day of February, 2012.


 H. DOUGLAS HEDERMAN, Executor of
 the Estate of Hap Hederman, Deceased

STATE OF MISSISSIPPI

COUNTY OF Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of February, 2012, within my jurisdiction, the within named H. Douglas Hederman, who acknowledged that he is the Executor of the Estate of Hap Hederman, Deceased, and that in said fiduciary capacity, he executed the above and foregoing Special Warranty Deed, after first having been duly authorized so to do.

Pamela Priscock
NOTARY PUBLIC



Jackson 7583076v1

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

This Instrument Prepared By And Return To After Recording:

Si M. Bondurant
Blair & Bondurant, P.A.
P. O. Box 321423
Jackson, MS 39232

103-13²

CONVEYANCE

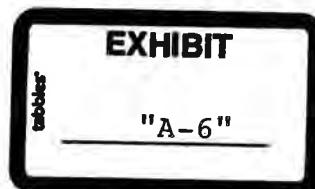
STATE OF MISSISSIPPI

COUNTY OF MADISON

GRANTORS: Joseph Bruns Clement and William Forrest Clement, Individually and as Personal Representatives of the Estate of Neal Clement, Robert Lee Clement, Individually, and Joseph Bruns Clement, Trustee of the Neal John Clement Non-Exempt Trust Under Will of Neal Clement DTD 6-3-2009
P. O. Box 4168, Lake Charles, LA 70606 (601-624-1752)

GRANTEE: Clement Land and Minerals, LLC
P. O. Box 4168
Lake Charles, LA 70606
(601-624-1752)

Indexing Instructions: Marginally notate instrument at Book 0368, Page 112 and index in Sectional at T7N-R2E, Sec: 32.. NW¼.



WHEREAS, the undersigned Grantors have acquired various interests in real property by and under the terms of the Will of Neal Clement, which Will was admitted to probate in the State of Florida in Cause No. 2010-CP-000037 in the Circuit Court of the First Judicial District of Walton County and in the State of Mississippi in Cause No. P2010-157 O/3 in the Chancery Court of Hinds County; and

WHEREAS, it is the desire of Grantors to convey to Grantee all of their right, title and interest in and to all land and real property interest in the United States of America now owned by Grantors acquired by, through and under the Will of Neal Clement;

NOW, THEREFORE, PREMISES CONSIDERED, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and as a capital contribution to Grantee, **William Forrest Clement and Joseph Bruns Clement, Individually and as Personal Representatives of the Estate of Neal Clement; Joseph Bruns Clement, Trustee of The Neal John Clement Non-Exempt Trust and Robert Lee Clement, Grantors**, do hereby grant, bargain, sell, convey, assign and transfer to **Clement Land and Minerals, LLC**, a Mississippi Limited Liability Company, all of their right, title and interest in and to all real property interest (the "Land") acquired by Grantors by, through and under the Will of Neal Clement in the State of Mississippi and any other State in the United States of America, including all interest in land, easements, and rights-of-way, including, but not limited to the Land and property described on Exhibit "A" attached hereto.

This conveyance is made subject to any valid and subsisting easements, rights-of-way, zoning restrictions, and any other matters of record.

Grantors desire that this conveyance be construed as broadly as possible, and Grantors agree to execute Supplemental Deeds conveying to Grantee by specific descriptions the various properties covered by this Conveyance in the event any properties on Exhibit "A" are misdescribed or omitted and a Deed is requested by Grantee.

WITNESS THE SIGNATURE of Grantors, this the 25th day of AUGUST, 2014.

Joseph Bruns Clement
Joseph Bruns Clement, Individually and as Personal Representative of the Estate of Neal Clement

William Forrest Clement
William Forrest Clement, Individually and
as Personal Representative of the Estate
of Neal Clement

Robert Lee Clement
Robert Lee Clement

Joseph Bruns Clement
Joseph Bruns Clement, Trustee
of the Neal John Clement Non-Exempt
Trust Under Will of Neal Clement
DTD 6-3-2009

ACKNOWLEDGMENTS

STATE OF LOUISIANA

PARISH OF CALCASIEU

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 25 day of Aug, 2014, within my jurisdiction, the within named **Joseph Bruns Clement**, who acknowledged that he is a **Personal Representative of The Estate of Neal Clement**, and that in said representative capacity and individually, being informed of the contents thereof, he executed the above and foregoing instrument, after first having been duly authorized so to do.

Thomas J. Howard
NOTARY PUBLIC
Thomas J. Howard 059799

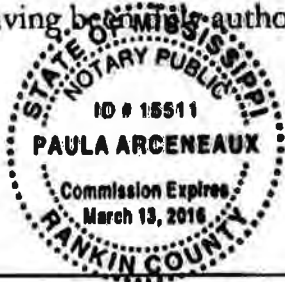
Lifetime
My Commission Expires:



STATE OF MISSISSIPPI

COUNTY OF RANKIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 15th day of September, 2014, within my jurisdiction, the within named **William Forrest Clement**, who acknowledged that he is a **Personal Representative of The Estate of Neal Clement**, and that in said representative capacity and individually, being informed of the contents thereof, he executed the above and foregoing instrument, after first having been duly authorized so to do.



Paula Arceneaux
NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF Davidson

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 31st day of August, 2014, within my jurisdiction, the within named **Robert Lee Clement**, individually, who acknowledged that he executed and delivered the above and foregoing instrument as his own act and deed.



My Commission Expires:
October 18, 2016


My Commission Expires:

STATE OF LOUISIANA

PARISH OF CALCASIEU

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 25 day of Aug., 2014, within my jurisdiction, the within named **Joseph Bruns Clement**, who acknowledged that he is **Trustee of the Neal John Clement Non-Exempt Trust Under Will of Neal Clement DTD 6-3-2009**, and that in said representative capacity, and being informed of the contents thereof, he executed the above and foregoing instrument, after first having been duly authorized so to do.

lifetime
My Commission Expires:



NOTARY PUBLIC
Thomas J. Howard 059799



EXHIBIT "A"

Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Section 32 and run thence East for a distance of 35.0 feet; run thence Southerly along the East Right-of-Way line of Pear Orchard Road for a distance of 1,099.80 feet to an iron pin; run thence Southerly along the said East Right-of-Way of Pear Orchard Road for a distance of 209.17 feet to a concrete right-of-way marker; thence turn left through a deflection angle of 0 degrees 10 minutes 00 seconds and continue Southerly along the said East right-of-way line of Pear Orchard Road for a distance of 466.61 feet; thence leave said East right-of-way line and run South 89 degrees 53 minutes 33 seconds East for a distance of 300.0 feet to the POINT OF BEGINNING for the parcel herein described; thence continue South 89 degrees 53 minutes 33 seconds East for a distance of 376.11 feet; thence South 00 degrees 09 minutes 33 seconds East for a distance of 453.77 feet to the North line of Towne Center Boulevard; thence South 89 degrees 48 minutes 04 seconds West for a distance of 375.58 feet; thence North 00 degrees 13 minutes 33 seconds West for a distance of 455.79 feet to the POINT OF BEGINNING, containing 3.9239 acres, more or less.

BOOK 2522 PAGE 357

PREPARED BY/RETURN TO:
Jack W. Cooke, Jr., P. A.
1437 Old Square Road, Suite 106
Jackson, Mississippi 39211
(601) 981-1912

#117
12

615909

GRANTOR ADDRESS:
Leninger, Inc.

300 Eastside View
Brandon, MS 39047
601-992-2924

GRANTEE ADDRESS:
Raymond R. Leninger
Alice M. Leninger
300 Eastside View
Brandon, MS 39047
601-992-2924

INDEXING INSTRUCTIONS: 0.0669 Acres in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good, legal and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, Leninger, Inc., a Mississippi Corporation, does hereby convey and quitclaim unto Raymond R. Leninger and Alice M. Leninger, husband and wife, as joint tenants with full rights of survivorship and not as tenants in common, my and all interest in the land and property which is situated in Madison County, State of Mississippi, described as follows, to-wit:

Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Section 32 and run thence East for a



BOOK 2522 PAGE 358

distance of 35.0; run thence Southerly along the East right of way line of Pear Orchard Road for a distance of 1,099.00 feet to an Iron Pin; continue thence Southerly along the said East right of way line of Pear Orchard Road for a distance of 209.17 feet to a concrete right of way marker; thence turn left through a deflection angle of 0 degrees 10 minutes 0 seconds and continue Southerly along the said East right of way line of Pear Orchard Road for a distance of 466.61 feet to the Point of Beginning for the parcel herein described; thence leave said East right of way line and run South 89 degrees 53 minutes 33 seconds East for a distance of 300.00 feet; thence South 0 degrees 13 minutes 33 seconds East for a distance of 125.0 feet; thence North 89 degrees 53 minutes 33 seconds West for a distance of 300.00 feet to the said East right of way line of Pear Orchard Road; thence North 0 degrees 13 minutes 33 seconds West for a distance of 125.0 feet along the said East right of way line to the Point of Beginning, containing 0.8609 acres, more or less.

This conveyance is subject to any and all restrictive covenants, easements, liens, dedications, rights-of-way, and oil, gas or mineral reservations or conveyances of record pertaining to or affecting the usage of the herein described property. This instrument has been prepared without the benefit of a title search.

WITNESS MY SIGNATURE this the 11th day of March, 2010.

Leninger, Inc.

BY:


Raymond E. Leninger,
Secretary/Treasurer

BOOK 2522 PAGE 359

STATE OF MISSISSIPPI:

COUNTY OF Rankin:

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on the 11 day of March, 2010, within my jurisdiction, the within named Raymond R. Levinger, who acknowledged that he is Secretary/Treasurer of Levinger, Inc., and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument after first being duly authorized so to do.

[Signature]
NOTARY PUBLIC



My Commission Expires
October 26, 2010
BOSTON TOWN
NEWBERRY, MISSISSIPPI

MADISON COUNTY MS This instrument was
filed for record April 1, 2010, at 2:00 A.M.
Book 2522 Page 357
ARTHUR JOHNSTON, C. C.
BY: [Signature] D.C.

NAMES, ADDRESSES, AND
TELEPHONE NUMBERS OF OWNERS

Saratoga Limited Partnership
ATTN: William F. Clement
Post Office Box 16545
Jackson, Mississippi 39236
601-214-8966

H. Douglas Hederman, Trustee
Sally Hollomon Hederman Marital Trust (U/A)
Post Office Box 6100
Ridgeland, Mississippi 39158
601-852-7300

Charlo Real Estate, L.P.
ATTN: Marvin Scott
Post Office Box 1034
Jackson, Mississippi 39215
601-624-9063

Clement Land and Minerals, LLC
ATTN: Bruns Clement
4849 East Shoals Creek Drive
Lake Charles, Louisiana 70605
601-624-1752

Barbara Stover England, Co-Executrix
Estate of Howard E. Stover, Deceased
Post Office Box 16545
Jackson, Mississippi 39236
601-984-3702

Elizabeth Stover Phillips, Co-Executrix
Estate of Howard E. Stover, Deceased
Post Office Box 152
Wagoner, Oklahoma 74477
918-724-4123

Pruet Oil Company, LLC
ATTN: Rick Calhoon
217 West Capitol Street
Jackson, Mississippi 39201
601-948-5279



Clemover Corporation
ATTN: William F. Clement
Post Office Box 16545
Jackson, Mississippi 39236
601-984-3702

Mary Lea Hagan, Executrix
Estate of Wiley Hagan, Jr., Deceased
214 Winged Foot Circle
Jackson, Mississippi 39211
(Telephone No. Not Available)

Raymond R. Leninger
Alice M. Leninger
300 Eastside View
Brandon, Mississippi 39047
(Telephone No. Not Available)

EXPLANATORY NOTE IN REGARD TO EXHIBIT "C-1"

When the attorney for the Petitioner was retained, real estate attorneys involved in the closing of the purchase of the subject property from the numerous current owners had already begun the process of seeking signatures from the owners authorizing the filing of the Petition/Application in this matter. Those attorneys were working under certain erroneous information. The authorization documents were sent to the real estate broker for the Petitioner, who in turn forwarded those documents to the real estate brokers representing the various owners. Those real estate brokers did not understand that original signatures were needed on the authorization documents. What was ultimately received by the attorney for the Petitioner were e-mail signatures, telefaxed signatures, or telefaxed e-mail signatures. Some of these materials contained extraneous matter.

When the attorney for the Petitioner learned of this situation, he instituted a new procedure of obtaining original signatures. However, those original signatures have not been received prior to the filing date.

The Petitioner is thus filing as Exhibit "C-1" copies of what has been returned. At least one signature is missing.

When original signatures have been received, the Petitioner will file those original signatures as a revised Exhibit "C-1".



AUTHORIZATION OF OWNERS

The undersigned, being the record title holders to that certain property located in the City of Ridgeland (the "City"), Madison County, Mississippi and being more particularly described on Exhibit A attached hereto (the "Property"), which is the subject of a Petition and Application for Conditional Use Permit and variance to allow for the operation of a senior adult living facility on the Property, hereby authorize the filing of the Application with the City of Ridgeland (the "City") and appoint Ridgeland Land Acquisition, LLC, a Delaware limited liability company, and its representatives to act on our behalf with respect to the Application and variance, and as our representative with the City in connection therewith.

Respectfully submitted,

SARATOGA LIMITED PARTNERSHIP,
a Mississippi limited partnership

By: Wah Platt

Its: _____

Date: 10/29/17

FRONT OIL COMPANY LLC, a Mississippi
limited liability company

By: R. Platt

Its: _____

Date: October 23, 2017

CHARLES DEAS, DREW, L.P., a Mississippi
limited partnership

By: Wah Platt

Its: _____

Date: 10/19/17

CLEMENT LAND AND MINERALS LLC, a
Mississippi limited partnership

CLEMENT LAND AND MINERALS LLC, a
Mississippi limited partnership

By: J. Ben Umont

Its: MANAGER

Date: 10-19-17

CLEMOVER CORPORATION, a Delaware
corporation

By: Wah Platt

Its: _____

Date: 10/29/17

Barbara Stover England
BARBARA STOVER ENGLAND,
Co-Executrix of the Estate of Howard E. Stover,
Deceased

Date: 10/18/2017

Mary Lee Hagan
MARY LEE HAGAN,
Executrix of the Estate of Ricky Hagan, Jr.,
Deceased

Date: Mary Lee Hagan

ELIZABETH STOVER PHILLIPS,
Co-Executrix of the Estate of Howard E. Stover,
Deceased

Date: _____

EXHIBIT A

Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and more particularly described by metes and bounds as follows:

Commence at the Northwest corner of said Section 32 and run thence East for a distance of 35.0 feet; run thence Southerly along the East Right of Way Line of Pear Orchard Road for a distance of 1,099.80 feet to an iron pin; run thence Southerly along the East Right of Way Line of Pear Orchard Road for 209.17 feet to a concrete right of way marker; thence turn left through a deflection angle of 0 degrees 10 minutes 00 seconds and continue Southerly along the said East Right of Way line of Pear Orchard Road for a distance of 466.61 feet; thence leave said East Right of Way Line and run South 89 degrees 53 minutes 33 seconds East for a distance of 300.0 feet to the POINT OF BEGINNING for the parcel herein described; thence continue South 89 degrees 53 minutes 33 seconds East for a distance of 376.11 feet; thence South 00 degrees 09 minutes 33 seconds East for a distance of 453.77 feet to the North line of Town Center Boulevard; thence South 89 degrees 48 minutes 04 seconds West for a distance of 375.58 feet; thence North 00 degrees 13 minutes 33 seconds West for a distance of 455.79 feet to the POINT OF BEGINNING, containing 3.9239 acres, more or less.

AND ALSO:

Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi, and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Section 32 and run thence East for a distance of 35.0 feet; run thence Southerly along the East right of way line of Pear Orchard Road for a distance of 1,099.80 feet to an Iron Pin; continue thence Southerly along the said East right of way line of Pear Orchard Road for a distance of 209.17 feet to a concrete right of way marker; thence turn left through a deflection angle of 0° 10' 00" and continue Southerly along the said East right of way line of Pear Orchard Road for a distance of 591.61 feet to the POINT OF BEGINNING for the parcel herein described; thence leave said East right of way line and run South 89° 53' 33" East for a distance of 300.0 feet; thence South 0° 13' 33" East for a distance of 330.79 feet to the Northern right of way line of Town Center Boulevard; thence South 89° 48' 04" West for a distance of 299.99 feet along the said Northern right of way line of Town Center Boulevard to the intersection of the said Northern right of way line with the said East right of way line of Pear Orchard Road; thence North 00° 13' 13" West for a distance of 332.39 feet along the said East right of way line of Pear Orchard Road to the POINT OF BEGINNING, containing 2.2836 acres more or less.

AUTHORIZATION OF OWNERS

The undersigned, being the record title holders to that certain property located in the City of Ridgeland (the "City"), Madison County, Mississippi and being more particularly described on Exhibit A attached hereto (the "Property"), which is the subject of a Petition and Application for Conditional Use Permit and variance to allow for the operation of a senior adult living facility on the Property, hereby authorize the filing of the Application with the City of Ridgeland (the "City") and appoint Ridgeland Land Acquisition, LLC, a Delaware limited liability company, and its representatives to act on our behalf with respect to the Application and variance, and as our representative with the City in connection therewith.

Respectfully submitted,

Raymond R. Leninger
Raymond R. Leninger

Date: Oct 18, 2017

Alice M. Leninger
Alice M. Leninger

Date: Oct 18 - 2017



EXHIBIT A

Being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi and being more particularly described by metes and bounds as follows:

Commence at the Northwest corner of the said Section 32 and run thence East for a distance of 35.0 feet; run thence Southerly along the East right of way line of Pear Orchard Road for a distance of 1,099.80 feet to an Iron Pin; continue thence Southerly along the said East right of way line of Pear Orchard Road for a distance of 209.17 feet to a concrete right of way marker; thence turn left through a deflection angle of 0° 10' 0" and continue Southerly along the said East right of way line of Pear Orchard Road for a distance of 466.61 feet to the POINT OF BEGINNING for the parcel herein described; thence leave said East right of way line and run South 89° 53' 33" East for a distance of 300.0 feet; thence South 0° 13' 33" East for a distance of 125.0 feet; thence North 89° 53' 33" West for a distance of 300.0 feet to the said East right of way line of Pear Orchard Road; thence North 0° 13' 33" West for a distance of 125.0 feet along the said East right of way line to the POINT OF BEGINNING, containing 0.8609 acres, more or less.

**WRITTEN CONSENT OF THE SOLE MEMBER
OF RIDGELAND LAND ACQUISITION, LLC**

**THIS WRITTEN CONSENT OF SOLE MEMBER OF RIDGELAND LAND
ACQUISITION, LLC, a Delaware limited liability company (the "Company") effective as of
November 1, 2017 is made by the undersigned sole member of the Company (the "Member").**

RECITALS

The Company has entered into a contract to purchase approximately seven acres of undeveloped land adjacent to the Member's property at 600 S. Pear Orchard Road, Ridgeland, Mississippi (the "Property"). The Member, through the Company, desires to expand its continuing care retirement community, commonly known as The Orchard, through the acquisition of the Property and the approval by local authorities of a Conditional Use Permit and setback variance (the "Permit") for such purposes.

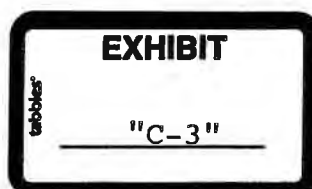
RESOLUTIONS

NOW THEREFORE, BE IT RESOLVED, that Sharon Sullivan as Authorized Person is hereby authorized, empowered and directed, in the name of and behalf of the Company to execute any and all documents related to the application for the Permit as she shall deem necessary or desirable and in the best interests of the Company in order to effect the purposes of these resolutions and consummate the application of the Permit.

BE IT FURTHER RESOLVED, that third parties dealing with the Company shall be entitled to conclusively rely on the signature of Sharon Sullivan as Authorized Person, as evidence of her authority to execute the foregoing documents and bind the Company.

BE IT FURTHER RESOLVED, that except as stated above, these resolutions shall remain in full force and effect until such time as they are revoked.


BE IT FURTHER RESOLVED, that copies of this Written Consent may be executed in one or more counterparts, including by facsimile or other electronic transmission, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.



The undersigned has executed the foregoing Written Consent as of the date first written above.

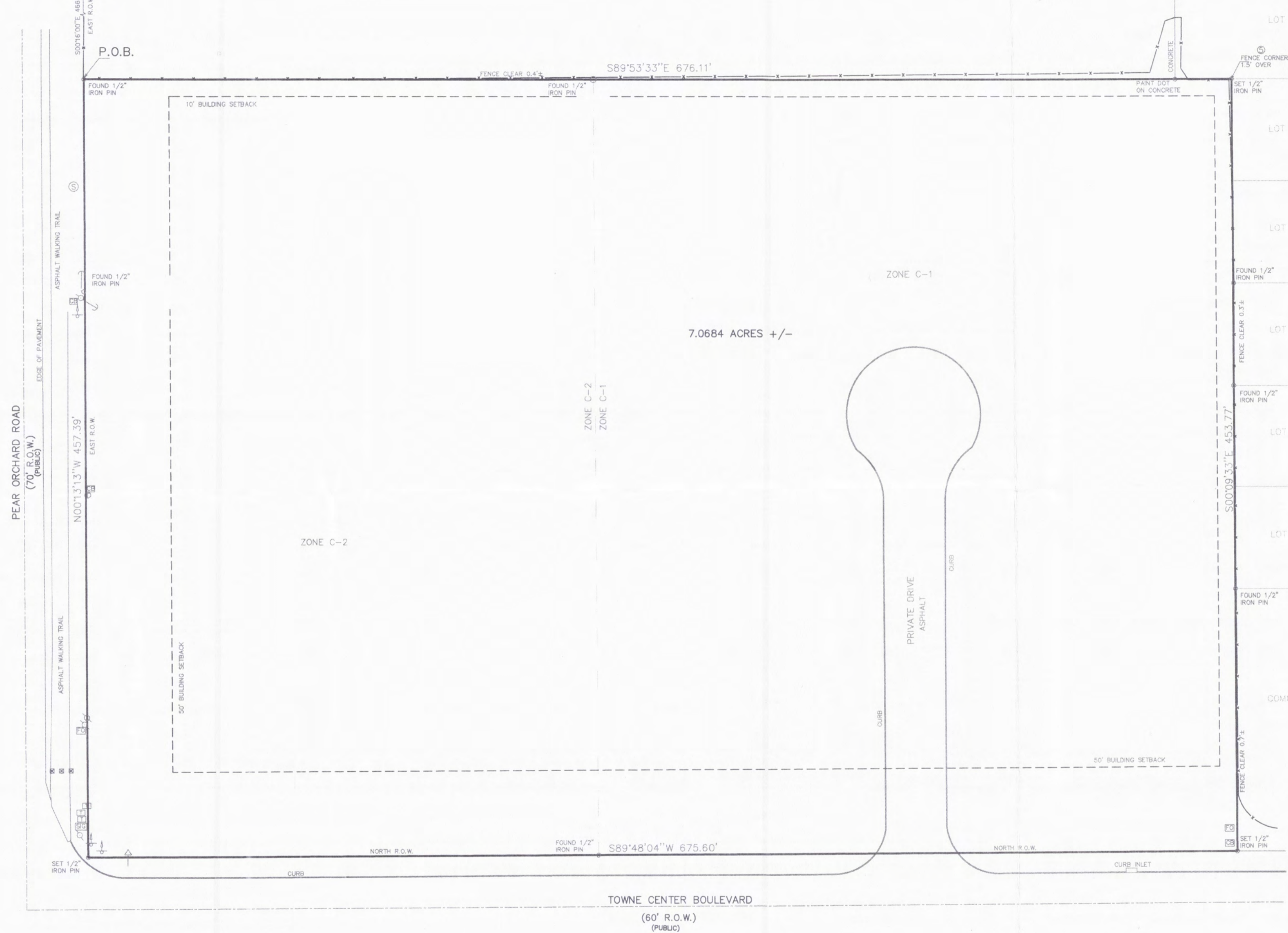
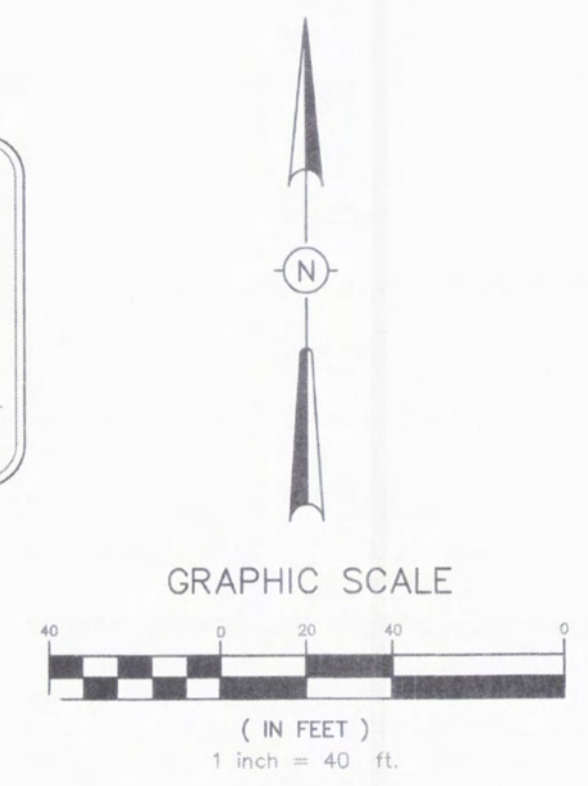
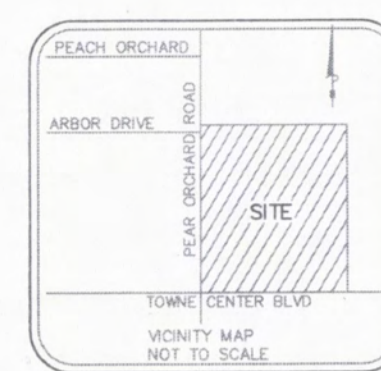
MEMBER:

CBC JACKSON, LLC, a
Delaware limited liability company

By: 
Name: Edward P. Nordberg, Jr.
Title: Managing Member

P.O.C.
NW CORNER
SECTION 32,
T7N-R2E
MADISON CO., MISS.

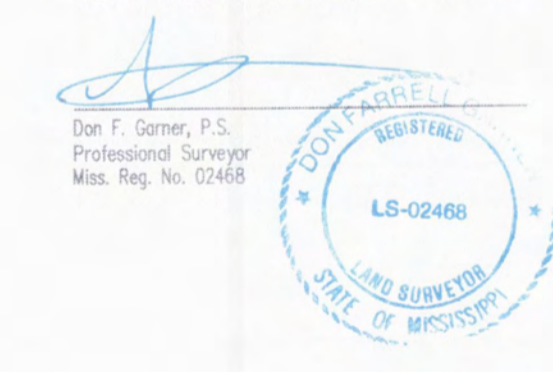
THE ORCHARD, LLC
BOOK 211, PAGE 314



Description:
A certain parcel of land being situated in Section 32, T7N-R2E in the City of Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Northwest corner of the aforesaid Section 32, T7N-R2E and run thence East for a distance of 35.0 feet to a point on the East right-of-way line of Peach Orchard Road; run thence South along said East right-of-way line of Peach Orchard Road for a distance of 1,099.88 feet to an existing 3/4" iron pin marking the Northwest corner of that certain parcel of land as described in deed recorded in Deed Book 211 at Page 314, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi; run thence South along said East right-of-way line of Peach Orchard Road for a distance of 209.17 feet to an existing concrete monument; run thence South 00 degrees 16 minutes 00 seconds East, along said East right-of-way line of Peach Orchard Road for a distance of 466.86 feet to an existing 3/4" iron pin 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 Peach Orchard Road, run thence South 89 degrees 53 minutes 33 seconds East for a distance of 676.11 feet to a set 3/4" iron pin marking the Northwest corner of Lot 5, The Enclave at Towne Center (Part One), a subdivision according to the map or plat thereof, on file and of record in the office of the Chancery Clerk of Madison County at Canton, Mississippi, as now recorded in Plat Cabinet E at Slide 1774; run thence South 00 degrees 09 minutes 33 seconds East along the West line of said The Enclave at Towne Center (Part One) for a distance of 453.77 feet to a set 3/4" iron pin on the North right-of-way line of Towne Center Boulevard, leaving said West line of The Enclave at Towne Center (Part One), run thence South 89 degrees 48 minutes 04 seconds West along said North right-of-way line of Towne Center Boulevard for a distance of 275.50 feet to a set 3/4" iron pin marking the Point of Intersection of said North right-of-way line of Towne Center Boulevard with the aforesaid East right-of-way line of Peach Orchard Road, leaving said North right-of-way line of Towne Center Boulevard, run thence North 00 degrees 13 minutes 13 seconds West along said East right-of-way line of Peach Orchard Road for a distance of 457.39 feet to the POINT OF BEGINNING, containing 307,896.6209 square feet or 7.0684 acres, more or less.

Surveyor's Certification
I, Don F. Garner, P.S., a professional surveyor do hereby certify to Ridgeland Acquisition, LLC, Old Republic Title, Crescent Title Company and Butler Snow that this map or plat and the survey on which it is based were made in accordance with the Minimum Standards (and requirements) by ALTA, NSPS and Title Survey jointly established and adopted by ALTA and NSPS. The field work was completed on May 24, 2017.



- LEGEND**
- POWER POLE
 - GUY WIRE
 - SANITARY SEWER MANHOLE
 - CABLE BOX
 - ⊥ FIBER OPTIC CABLE MARKER
 - ↑ GAS MARKER
 - ⊠ WOOD POST

OLD REPUBLIC, CRESCENT TITLE COMPANY.
FILE NO. 17097, COMMITMENT NO. VX725957.
DATED 5/12/2017 AT 8:00 A.M.
ITEM 5. FENCE ENCRoACHMENT AT THE NORTHEAST CORNER AS SHOWN HEREON.

- NOTES:**
THIS PARCEL OF LAND MAY BE SUBJECT TO THE FOLLOWING:
1. TITLE INFORMATION PROVIDED BY OLD REPUBLIC, CRESCENT TITLE COMPANY; FILE NO. 17097, COMMITMENT NO. VX725957, DATED 5/12/2017 AT 8:00 A.M.
 2. BEARINGS BASED ON G.P.S. (GRID) ORIENTATION.
 3. SURVEY CLASSIFICATION "A".
 4. THIS PROPERTY LIES WITHIN THE LIMITS ESTABLISHED FOR ZONE "X" (NO SHADING ACCORDING TO FIRM MAP NUMBER 280B9C0586F EFFECTIVE MARCH 17, 2010).
 5. PROPERTY ZONED C-1 & C-2 CITY OF RIDGELAND ZONING DEPARTMENT, DEPARTMENT. BUILDING SETBACKS: FRONT 30', SIDE AND REAR 10' MAXIMUM BUILDING HEIGHT 48'.
 6. PUBLIC ACCESS TO SUBJECT PROVIDED BY PEACH ORCHARD ROAD AND TOWNE CENTER BOULEVARD.

DRAWING NO. 2017(17)023(17)037

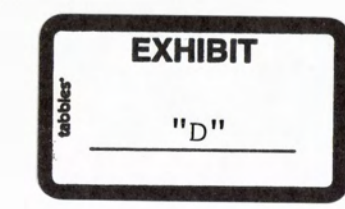
H D LANG AND ASSOCIATES, INC.
POST OFFICE BOX 16085 JACKSON, MISSISSIPPI 39236
601-362-4886

CLIENT
ALTA LAND TITLE SURVEY FOR
RIDGELAND LAND ACQUISITION, LLC

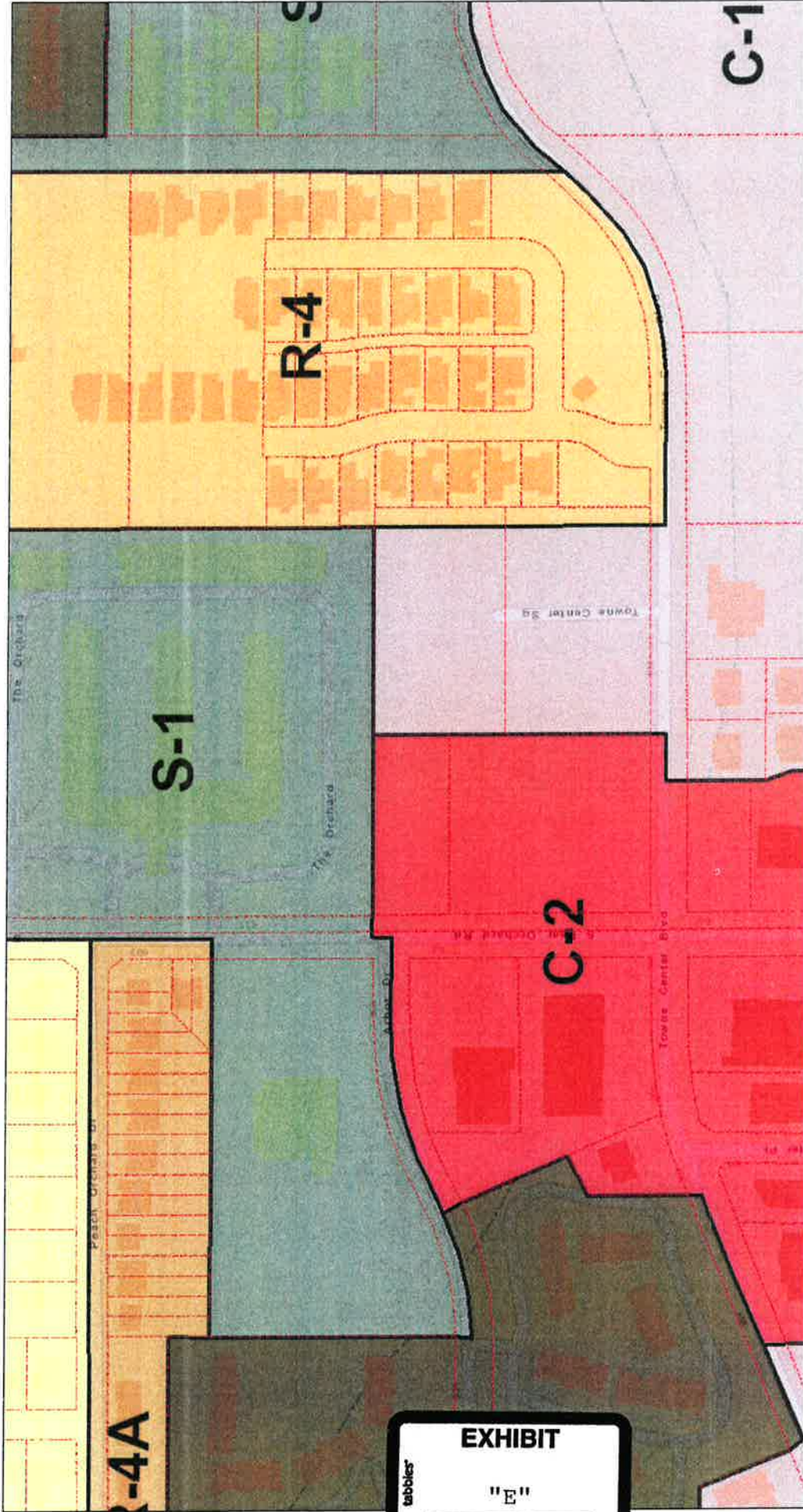
LOCATION
SITUATED IN THE SECTION 32,
TOWNSHIP 7 NORTH, RANGE 2 EAST
CITY OF RIDGELAND
MADISON COUNTY, MISSISSIPPI

DATE	REVISION	BY
06-01-17	OVERALL BOUNDARY	D.F.G.
	DESCRIPTION 7.0684± ACRES	

DRAWN BY: D.F.G.	SHEET
DATE: 5-24-17	
SCALE: 1" = 40'	
PROJECT NO.: 17-037	



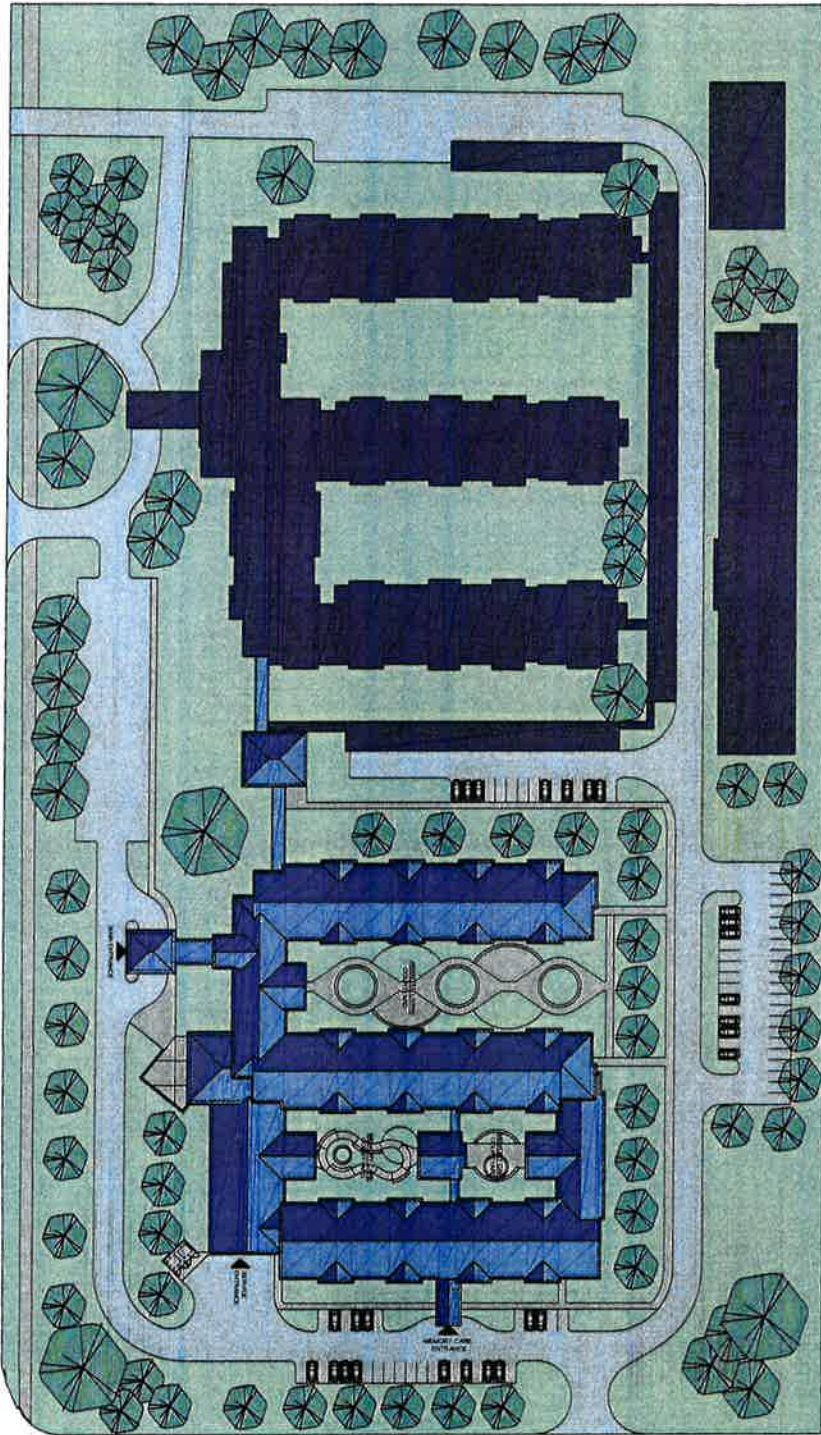
City of Ridgeland - GIS Mapping Portal



tabbles
EXHIBIT
"E"

October 18, 2017

Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community



SOUTH PEAR ORCHARD ROAD

TOWNE CENTER BOULEVARD



Preliminary Concept Site Plan
SCALE: 1/8" = 1'-0"

TOWNE CENTER BOULEVARD

EXHIBIT

1" = 100'

DATE: 8/10/2017

DIGroupArchitecture
ARCHITECTS FOR CHANGE

THE ORCHARD - NEW 128 BED ASSISTED LIVING MEMORY CARE FACILITY
600 PEAR ORCHARD ROAD
MEMPHIS, MISSISSIPPI 38197

OWNER:
ADDRESS:
TOWN, STATE, ZIP

PRELIMINARY CONCEPT SITE PLAN

DATE: 2017-2017

SCALE: 1/8" = 1'-0"

PROJECT NO: 146000

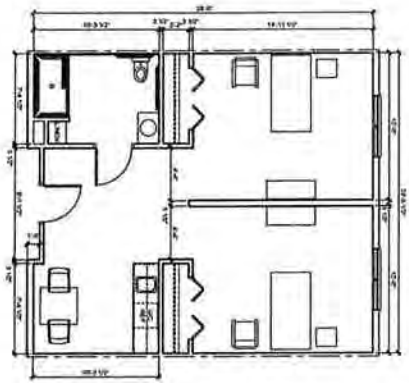
DATE: 8/10/2017

PROJECT: SCH-1

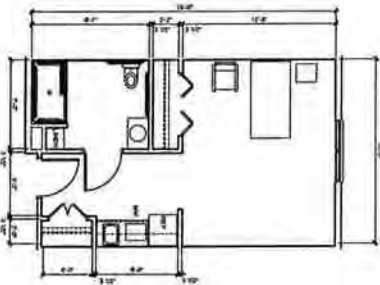
DATE: 8/10/2017

PROJECT: SCH-1

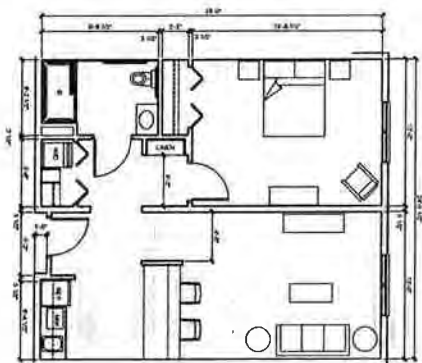
A001



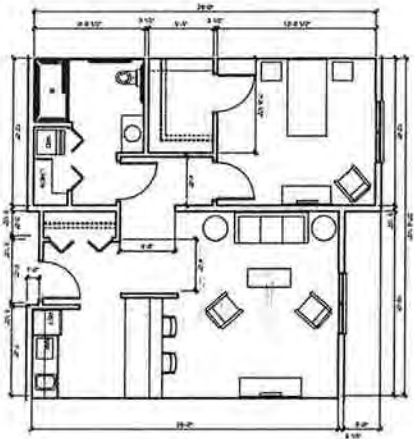
① Semi-Private Unit - Type 'A'
SCALE: 1/4" = 1'-0"
813 SF TOTAL



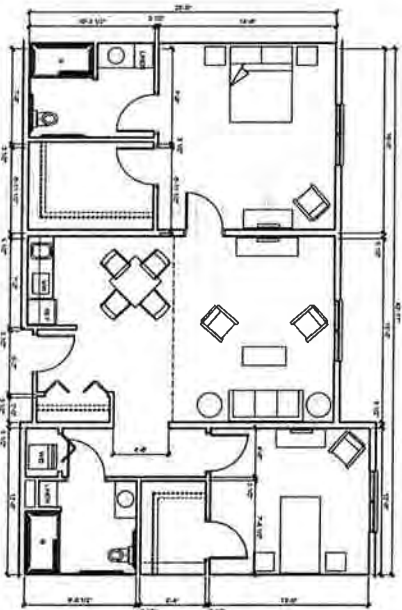
② Studio Unit - Type 'B'
SCALE: 1/4" = 1'-0"
383 SF TOTAL



③ One Bedroom Unit - Type 'C'
SCALE: 1/4" = 1'-0"
679 SF TOTAL

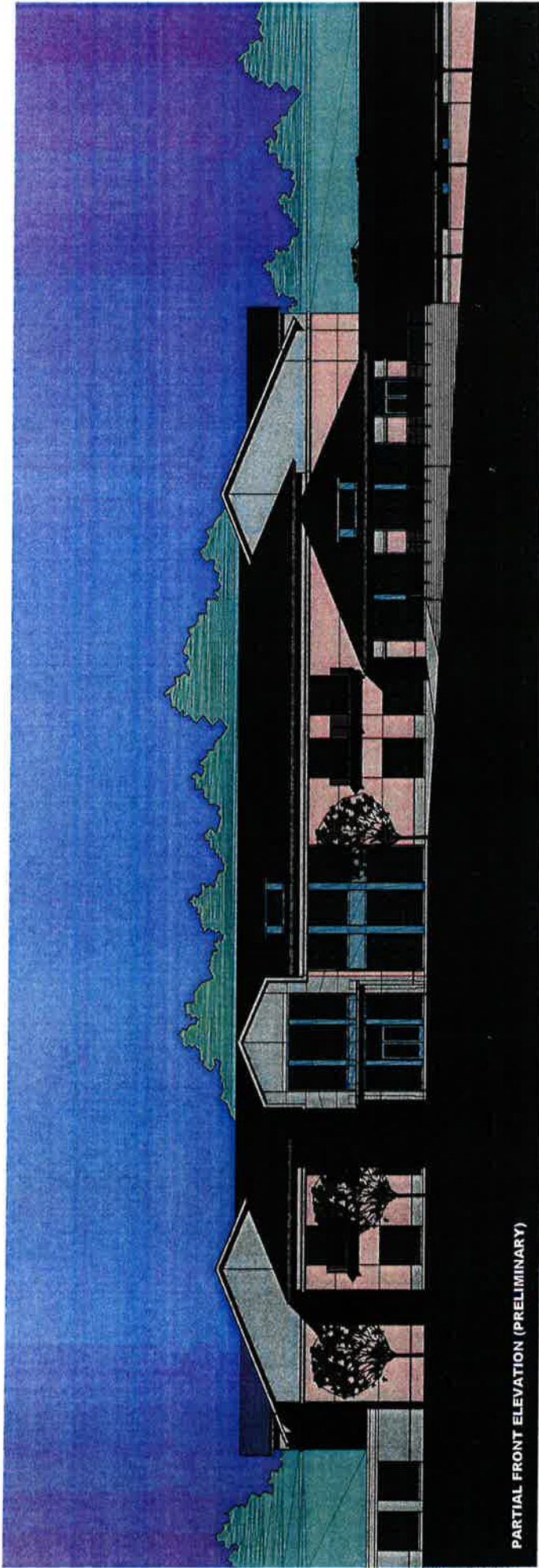


④ One Bedroom Unit - Type 'D'
SCALE: 1/4" = 1'-0"
713 SF TOTAL



⑤ Two Bedroom Unit - Type 'E'
SCALE: 1/4" = 1'-0"
1139 SF TOTAL

<p>DIGroupArchitecture ARCHITECTURE FOR CHANGE</p>	
<p>THE ORCHARD - NEW 128 BED ASSISTED LIVING MEMORY CARE FACILITY ROSELAND, MISSISSIPPI 39157</p>	
<p>OWNER ADDRESS TOWN, STATE, ZIP</p>	
<p>LARGE SCALE PLANS TYPICAL UNIT TYPES</p>	
DATE: 8-1-17	DATE: 08/27/2017
PROJECT: 17-0000	PROJECT: 17-0000
SCALE: 1/4" = 1'-0"	SCALE: 1/4" = 1'-0"
SCH	SCH
SCH	SCH
A300	A300



PARTIAL FRONT ELEVATION (PRELIMINARY)

The Protective Covenants for The Enclave at Towne Center



53⁴⁰ (2)
#600
RIDGELAND

1



KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Ayefour Development Group LLC (Developer), being the owners of all certain land and property lying and being situated in Section 32, Township 7 North, Range 2 East, City of Ridgeland, Madison County, Mississippi for a period of twenty-five (25) years automatically renewing from the date of this instrument the following protective covenants shall apply to each and every one of the above lots, to-wit:

1. All lots shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height above grade, plus basement, if applicable. No mobile homes shall be allowed on any lot in said subdivision.

2. The term "residential purposes" shall generally be defined as single-family homes, and shall exclude commercial and professional uses, and among other things, garage apartment, apartment houses, duplexes, boarding and/or rooming houses and multi-family residences, profit or nonprofit nursing homes, hospitals, and other similar private or charitable enterprises. However home offices with limited uses are acceptable and must be approved by the association.

3. All dwellings and residences constructed and/or located on the property subject to these Protective Covenants shall be for owner occupancy, except as specifically permitted herein. Further, except as specifically permitted herein, the lease or rental of a dwelling or residence for any purposes, whether verbal or in writing, is expressly prohibited under these protective covenants and shall constitute a violation of the terms and provisions of these protective covenants. The **only** circumstance or situation in which a lease or rental shall be permitted, is when the dwelling or residence is of new construction and in which either:
 - a) a period of at least one (1) year has elapsed from and after the building permit for that particular dwelling has been issued, or;
 - b) a period of at least six (6) months has elapsed from and after the final inspection by the appropriate public building inspector has occurred, and the certificate of occupancy has been issued, whichever period of time is longer.

The above rental provisions are for the original builder/owner that obtained the original building permit. With any other owner the wait period is double the above noted wait periods, therefore being two (2) years after the building permit has been issued and/or one (1) year after the final inspection and certificate of occupancy has been issued (by the city inspector) whichever period of time is longer.

Any permitted lease or rental agreement shall be for a period of time not less than one (1) year, and a fully executed, complete and legible copy of any such lease or rental agreement shall be provided to the home owner's association. No dwellings or residences shall be sold, assigned, rented or leased under any time sharing, time interval or right to use programs or investments. In the event leasing or rental is

permitted, and in recognition of maintenance requirements of buildings and residences subject to these protective covenants, for any dwelling or residence subject to a lease or rental, HOA dues and/or assessments shall be in an amount equal to double or twice the amount charged or assessed to owner-occupied property.

4. Each Owner shall promptly and completely comply with each of the rules and regulations contained in the Declaration or hereafter properly adopted for the utilization of any common area, in order that all Owners shall achieve maximum utilization of any common area consonant with the rights of each of the other Owners
5. There shall be no obstruction or storage on any common area without the prior written consent of the board of directors of the home owner's association.
6. No garage or outbuilding on said property shall be used as a residence or living quarters.
7. Each residence shall be provided with off-street parking in the form of a concrete driveway extending from the pavement on the street on which the residence faces (except alley accessed homes) to the garage. Non alley lots are #1-#36. All lots that have alley access must have the driveway access from the alley. Alley access lots are #37-#56. No residence shall have a driveway entry from the street when the lot can be accessed via alley way. All homes must have a two (2) car (full size, minimum 20' x 20') garage. All automobiles, other vehicles, and equipment of any type that are not otherwise prohibited from being parked or left standing overnight in the subdivision must be parked or left standing only on the aforementioned concrete driveway or garage, except small boats or light residential equipment which must be screened by an approved fence and not visible from adjoining lots or streets. However, this restriction shall not prevent guests of residents of the subdivision from parking such guest's automobile on the street overnight on a temporary basis only.
8. Garage sales, yard sales, and similar activities requiring public participation shall not be allowed without written approval from the home owners association.
9. Each residence shall have a garage accommodating not less than two automobiles. All garages shall be finished inside and shall be equipped with automatic overhead doors. Garage doors shall be kept closed except during brief periods when owner or occupant is entering or exiting the garage or is otherwise engaged in outside work or activity for which it would be convenient to keep the garage door open.
10. No animals will be permitted, except dogs and/or cats as pets, and no fowl except birds that are caged as inside pets. No kennels or dog pins are permitted and no more than two dogs and/or cats are allowed per residence. No animals, including dogs and/or cats, are allowed outside an enclosed area except on a leash controlled by a person.

11. No trash, ashes or other refuse may be thrown or dumped on any said lots or streets.
12. No building material of any kind or character shall be placed or stored upon the said property until the owner is ready to commence improvements. Building material shall not be placed or stored in the street.
13. All driveways must be constructed of concrete and all houses must have front concrete walks extending from the entrance of the house to the driveway or the street.
14. At the time of construction of a dwelling on lots #34-61 (alley lots), the then owner will construct a concrete sidewalk 16" from and parallel to the curb, forty-two inches (42") in width and four inches (4") thick, across the front of said lot and street side if a corner lot excepting only the paved driveway. The surface of said sidewalk shall have a broom finish and shall connect evenly with any sidewalk existing on an existing lot or any driveway. Concrete sidewalks are not permitted on exterior lots #1-33.
15. The owner of each lot is responsible for using protective measures to prevent sediment from leaving any area of said lot.
16. All front yards are to be sodded to include an area not less than the distance from the house to the street, extending to the property lines on both sides of lot. If said lot is a corner lot, the front yard and side yards facing a street are to be sodded to include an area not less than the distance from the house to the street extending to the property lines on both sides.
17. Grass, weeds and vegetation on each lot bought shall be kept mowed at regular intervals by the owners, so as to maintain the same in a neat and attractive manner. Trees, shrubs, and plants which die shall be promptly removed from such lot. The above restrictions apply to all lots purchased before and after a house is built on the lot. The developer may, at its option and in its discretion, have dead trees removed from the property and mow and remove debris, and the owner of such lot shall be obligated to reimburse the developer for the cost of such work. Should he refuse or neglect to comply with the terms of this paragraph, said cost shall be a lien against said property.
18. No fence, wall or hedge shall be placed on any of the said lots nearer to any street than five (5) feet. No fence, wall or hedge shall be placed on any portion of the lot higher than six (6) feet from the ground. No utility, chain link, or similar type of fencing shall be constructed on any lot. Fencing may be brick, iron, aluminum rail, wood or a combination of. Wood fencing material must be the style of a "good neighbor" and either cypress, redwood or cedar. All fencing must be approved by the developer prior to installation and at their discretion may approval or deny installation.

- BOOK 211 PAGE 201
19. A drainage easement has been reserved along all lot lines. If a fence, wall, hedge or any type landscaping is placed on rear or side lot lines, they must not block or dam up the drainage of the yard.
 20. In accordance with the requirements of Section 414 of the Subdivision Regulations of the City of Ridgeland, all lots in **The Enclave at Towne Center** shall contain a minimum of two (2) trees, either through preservation of existing trees or through planting of new trees prior to the issuance of a Certificate of Occupancy. Newly planted trees shall have a minimum caliper of two (2) inches in diameter and a minimum height of ten (10) feet. Newly planted trees must be of large canopy type in accordance with the list of acceptable species set forth in the "Large Trees" Appendix of the Landscaping Ordinance of the City of Ridgeland.
 21. No clothesline shall be erected or maintained on any of said lots, nor shall laundry be hung, where exposed to view of the public or other lot owners, provided, however that such usages shall be permissible where an approved fence shall be of sufficient height and density to screen such clotheslines and laundry from view.
 22. Other restrictions applicable to each lot may be made by appropriate provisions in the deed, without otherwise modifying the covenants and provisions contained herein, and such other restrictions shall endure to the benefit of all parties in the same manner as though they had been originally expressed herein.
 23. No tent, shack, barn or other outbuilding erected or located on any of the above described lots shall at any time be used as a residence, either temporary or permanent, nor shall any structure of a temporary character be used as a residence.
 24. No farm machinery, equipment, trailers, recreational vehicles (RV's), tractors and or vehicles unable to move under their own power or trucks larger than three-quarter (3/4) ton pick-up trucks shall be permitted to be parked or left standing overnight on any part of any lot or street in said subdivision. This restriction, however, shall not apply to the use of vehicles for the delivery of goods to, services or maintenance for the benefit of houses in the subdivision, or in the construction of any residence on the lots. Further, no automobiles, other vehicles, machinery and equipment described above, or similar machinery and equipment of any type shall be permitted to be placed on any part of any lot or street in the subdivision at any time for the specific purpose of advertising for sale such automobile, vehicle, machinery, or equipment.
 25. No privy, cesspool, septic tank field or disposal plant shall be erected or maintained on any of the said lots, and all residences shall have the plumbing connected to the available sanitary facilities.

26. All garbage and trash shall be kept in covered containers and shall not be visible from the neighboring lots except as required for collection. No garbage or trash may be thrown in any common area. Lot owners with alley access must place their garbage containers for collection upon the alley and not at the front of their respective residences.
27. No firearms, archery equipment or other devices of a similar nature which may be classified as weapons shall be operated or used on any lots in this subdivision. No obnoxious or offensive trade or activity shall be conducted on the above described lots, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
28. No lot or lots may hereafter be subdivided so as to create a building plot of less than 6,000 square feet; however, nothing in this paragraph shall prohibit the building of a residence on any lot of said subdivision as originally platted.
29. All proposed new home construction is subject to review and written approval by the developer as long as the developer has yet to relinquish control of the home owners association to the homeowners. Other new construction, additions or modifications shall be subject to review and written approval by the developer. The primary purpose of such review shall be to assist property owners in achieving compliance with the building restrictions. Construction of new structures includes, without limitations, equipment and material, gazebos, arbors associated with landscaping, and other similar construction. Accordingly, no construction shall commence until the plans and specifications shall have been submitted to and approved in writing by developer and a city building permit obtained for said new construction.
30. A lot owner, in building or causing to be built the original dwelling on any lot, shall not substantially duplicate the exterior elevation, including design or architecture, of any other dwelling then existing on the same street within two hundred (200) feet within said subdivision. For the purpose of this paragraph, a dwelling shall be considered in existence from the time excavation for the foundations is begun until said dwelling is removed from the development or is destroyed.
31. For a one (1) story house and a one and one half (1 ½) story house, exclusive of open porches, garages and storage rooms, the ground floor area will not be less than seventeen hundred fifty(1750) square feet. For a two (2) story house the ground floor area, exclusive to open porches, garage and storage rooms, shall not be less than one thousand (1000) square feet. It being understood that no house will have less than seventeen hundred fifty (1750) square feet of livable floor area. No house shall have a roof pitch less than eight/twelve (8/12) on the main roof structure.
32. Any construction commenced on any house as provided in this declaration shall be substantially completed, including without limitations, all painting, within 365 days

. from the date such construction commenced as evidenced by the issuance of the building permit to the contractor on record. Violation of this restriction shall be enforced by the immediate imposition of a lien by developer against the lot upon which such construction extended beyond said 365 days, at the rate determined by the developer for each day such construction remains in violation of this restriction.

33. No building, inclusive of a garage, shall be located on any residential lot nearer than ten (10) feet from the front lot line or nearer than five (5) feet to any side lot line on interior lots. No building shall be located on any lot nearer than fifteen (15) feet from the back property line. No building shall be located on any corner lot nearer than ten (10) feet from the side street lot line. Eaves of buildings located within the set back lines provided in this paragraph may extend across said set back lines, but shall not extend across any lot lines.
34. No outbuildings or storage buildings other than the house are permitted within the subdivision.
35. No satellite dish exceeding twenty-four inches (24") in diameter is allowed. No satellite dish is not to be installed on front of house. Property owners shall select the least conspicuous site, relative to views primarily from the street, but also from adjoining lots, for mounting any satellite dish as is practical considering such factors which include, but are not limited to, satellite location, terrain, and foliage. If the developer determines that a property owner has not selected the least conspicuous site, the property owner shall remove and relocate the satellite dish at no cost to the association and or developer.
36. No owner or occupant of any lot may allow anything to be hung from windows or displayed from the outside wall of any residence without approved by the developer. This includes items such as flags, plants, or similar items
37. NO "For Rent" or "For Lease" signs may be displayed by individual owners or agents. Only "For Sale" signs approved by the Architectural Control Committee may be placed in yards.
38. NO "For Sale" sign may be placed on any common area or entrance of The Enclave at Towne Center. Provided, however, nothing contained herein shall prohibit the Developer from using such signs as are convenient or necessary to the development, sale, promotion, or disposition of any lots or homes.
39. In the event any person shall own two or more adjacent building lots, and shall desire to construct a dwelling occupying a portion of both of said adjoining lots as a building site, then the set back requirements set out in numbered paragraph 34, relative to any common interior lot lines of such lots, may be waived by developer in writing.

However, all other restrictions herein contained shall apply to the same extent as if said dwelling had been built on a single building lot.

- 40. No antennas, Citizens Band or otherwise, that requires towers or guide wires, or arc attached to house including a chimney shall be permitted on any lot in said subdivision at any time without prior written approval by the developer.
- 41. Mailboxes: Description is shown on attached diagram and may be purchased from vendors such as "Copper Sculptures". All mailboxes must be placed at the street in which the resident faces. No mailboxes are permitted to be installed upon the alleyway. GRAPHIC A
- 42. All easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision, plus a 5' drainage easement along all lot lines as stated in paragraph 19.
- 43. All of the restrictions and covenants appearing herein as well as those appearing in a deed or other conveyance of any of said lots shall be construed together, but if any one of the same shall be held to be invalid by judgment or court decree, or for any other reason are not enforceable, all others shall not be affected or impaired thereby, and shall remain in full force and effect.
- 44. Violation of any of the covenants and restrictions contained herein are enforceable by the developer, Homeowners Association and/or any other person or persons owning any of said lots, and who may proceed at law or in equity against the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from so doing, or to recover damages for such violation. All of the terms and provisions set forth and contained herein shall be specifically enforceable. Further, if after receipt of notice of any violation of these covenants and restrictions, and an opportunity has been provided to correct or remedy the violation, the person or persons owning any of said lots has failed or refused to correct or remedy the violation, suit may be instituted to enforce compliance with these covenants and restrictions. If suit is instituted to enforce these covenants, the prevailing party shall be entitled to also seek recovery of its reasonable attorney fees and court costs.
- 45. Any homeowner's association shall not have authority nor any control over any vacant lots or improved lots owned by a homebuilder or the developer until record title of said home has been transferred to a homeowner from said builder or the developer.
- 46. There shall be created, as shown on the face of the plat of the subdivision, such open space (common area) tracts as the developer shall create. Such open-space tracts as well as all open-space easements created or arising out of the subdivision development shall be for the benefit of all properties in the subdivision and shall be maintained by the association, as provided in this declaration. The association further reserves the

- right to maintain the perimeter fencing around the neighborhood in regards to normal wear and tear. The perimeter fencing is defined as the property lines that run north and south, east and west of the perimeter of the entire neighborhood. This excludes any fencing that is installed by the homeowner / homebuilder that encloses their yard that does not include the neighborhood perimeter property line. With notice to the homeowner the association shall have the right to access, inspect and repair the perimeter fencing.
47. At any time following the filing of the final subdivision map or plat for the subdivision, title to the mentioned open space located in the subdivision shall be conveyed to and accepted by the association at the discretion of the developer.
 48. Subsequent to subject transfer of title, all responsibility and liability of the open-space tracts, open-space easements, and/or any amenities located thereon shall become the responsibility and/or liability of the lot owners within the subdivision. All costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, related to the above mentioned property shall be borne by the individual lot owners, such lot owners to pay their pro rata share based on the ratio of their lots to the total number of lots that have been created by the filing of the final subdivision map at the Chancery Clerk office of Madison County Mississippi.
 49. By acceptance of the deed or other instrument of conveyance for his or her lot within the subdivision, each lot owner shall be deemed a member of the association and agree to pay to the association annual assessments and special assessments for capital improvements as may be created and set by the association. In the event any lot owner fails or refuses to pay to the association the assessments provided for herein, the association may impose a lien against the subject property and the property owner for collection of the assessments, including a reasonable fee for collection, if the employment of a third party is deemed necessary for collection. Any such lien for collection of these assessments shall be subordinate to the lien of any mortgage or deed of trust that a property owner may place against his lot or lots.
 50. The developer, Ayefour Development Group LLC, will act as the homeowners association up to and until Ayefour Development Group, LLC shall decide, in its sole discretion, to allow "others" to form a homeowner's association. At that time, "others" must have written permission from Ayefour Development Group, LLC to form and act as the Enclave Owners Association.
 51. On transfer, conveyances, or sale by any owner of all of his or her interest in any subdivision lot, such owner's membership in the association shall thereon cease and terminate.
 52. No political and campaign signs are permitted within the neighborhood or common areas without written approval of the association.

53. The official address of the association is PO Box 986 Ridgeland, MS 39158 and shall remain so until changed by the association at which time the association shall notify each member thereof of the change in address.
54. Each lot owner or lot purchaser, on purchase of such lot, shall immediately notify the association of such owner's name and address.
55. Prior to the actual organization or incorporation of the association contemplated by the terms of this declaration, developer shall have the right, at its option, to perform the duties and assume the obligations, levy and collect the assessments and charges, and otherwise exercise the powers herein conferred on the association in the same way and in the same manner as though all such powers and duties were herein given to developer directly; included in these rights is the right for the developer to cause the homeowners association to be organized and/or duly chartered. Developer shall also have the right to modify, amend, repeal, or change any of the terms of this declaration prior to the actual organization or incorporation of the association.
56. The association shall, at all times, observe all of the laws, regulations, ordinances, and the like of the city of Ridgeland, County of Madison, State of Mississippi, and of the United States of America, and if, at any time, any of the provisions of this declaration shall be found to be in conflict therewith, then such parts of this declaration as are in conflict with such laws, regulations, ordinances, and the like shall become null and void, but no other part of this declaration not in conflict therewith shall be affected thereby.
57. Subject to the limitations set forth in this declaration, association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this declaration.
58. All of the provisions of this declaration shall be deemed to be covenants running with the land, and shall be binding on and inure to the benefit of the owners of the properties, their heirs, successors, and assigns, and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with such owners, their successors in title, and with each other, to conform to and observe all of the terms and conditions contained in this declaration.
59. These covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of this instrument, at which time the covenants shall be automatically extended thereafter for successive ten (10) year periods, unless sixty percent (60%) of the then owners of lots in The Enclave at Towne Center shall, by written instrument filed and

recorded in the office of the Chancery Clerk of Madison County at Meridian, Mississippi, at any time after the date of this instrument, agree that these covenants shall either be changed in whole or in part, or ninety percent (90%) of the then owners of lots in The Enclave at Towne Center agree that the same be terminated and rendered null, void, and of no further effect. Notwithstanding anything to the contrary contained herein, developer and only the developer, may grant exceptions to the foregoing restrictions and covenants, in writing as it deems necessary and appropriate, in its sole discretion until such time has come when the developer relinquishes control of the association to the homeowners.

60. In regards to the property being zoned C-2 with *conditional use for residential construction*; a fifty foot (50') perimeter green space requirement for adjoining commercial property will not be a future requirement for the adjoining property.
61. The developer or any lot owner, or the association, may originate any legal proceedings to compel or enforce any of the terms and conditions of this declaration.
62. The initial members of the board of directors of the association shall be the developer.
63. Notwithstanding anything to the contrary herein, these covenants shall not be amended whatsoever without the express written consent of the developer, so long as developer owns any lot in the subdivision.
64. Any waiver of breach, exception granted in writing by developer, or failure to enforce any covenant or restriction contained herein shall not affect the validity or enforceability of said covenants and restrictions.

The developer shall act as the Architectural Control Committee unto which time developer conveys and transfers control of the committee to the home owners the make up the Enclave Owners Association.

- A. *Roofing. All roofing shall be of architectural roofing material according to standards prescribed by the Developer or Architectural Control Committee.*
- B. *Roof Ventilation. Roof ventilation may be accomplished with power ventilators, ridge vents, copper dormer vents or turbine vents. (black or brown in color)*
- C. *Flashing. Only copper or brown in color metal flashing shall be visible.*
- D. *Gutters. Gutters are optional, but if used, they must either be copper or be the color of the cornice to which they are attached. No plastic or vinyl gutters shall be allowed.*
- E. *Cornice Material and Design. Cornices may have either enclosed or exposed rafter tails. No metal or vinyl may be used as fascia or soffit material.*
- F. *Exterior Walls. Exteriors may be brick, painted brick, stucco with accents of cedar or hardiplank siding, or a combination of two or more of these materials. No metal, vinyl, or masonite siding may be used.*
- G. *Exterior Brick. Brick are to be pre-approved by the Architectural Control Committee.*
- H. *Exterior Colors. All exterior colors must be submitted for approval by the Architectural Control Committee.*
- I. *Windows. Windows shall be vinyl, vinyl clad, aluminum clad or wood clad. They may be fixed, double-hung, or casement.*
- J. *Shutters. Shutters may be wood board-and-batten, raised panel, or louvered. No vinyl or masonite may be used. See attached drawings. GRAPHIC B*
- K. *Driveways and Sidewalks. Driveways and sidewalks shall be broom finished concrete.*
- L. *Front Door. Front doors shall be wood (mahogany, fur, Spanish cedar, or cypress)*
- M. *Garage Doors. Garage doors shall be of a type and design specified by the Architectural Control Committee. Each home with a garage that fronts the street or has driveway access from a street shall have two(2) single garage doors with*

electric openers. However if the home is a "courtyard" style home with garage access that is perpendicular to the street(while maintaining direct access from the street) the garage may be a single(double sized) garage door. Single garage doors shall be allowed at alley accessed lots where the garage is located at the rear or back of a residence so as not to be visible from the street.

- N. **Garbage Containers.** Garbage containers must be dark green and shall be stored out of sight.
- O. **Mailboxes.** Mailboxes shall be specified by the Architectural Control Committee prior to completion of first residence in the subdivision and shall be uniform in color and design on each home.
- P. **Landscaping.** Landscaping in each front yard shall be completed prior to occupancy and shall include sod

This space left blank intentionally.

IN WITNESS WHEREOF, the Developer, has executed the above and forgoing instrument of Protective Covenants, the 22nd day of February, A.D., 2013.

Ayefour Development Group, LLC

By: [Signature]
Member- Manager

STATE OF MISSISSIPPI

COUNTY OF MADISON

PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for the said county and state, the within named SCOTT SHOEMAKER who acknowledged that he is a member/manager of Ayefour Development Group, LLC, a Mississippi Limited Liability Company, for and on behalf of the said limited liability company, as its act and deed as a member/manager, he executed the above and foregoing instrument after first having been duly authorized by said company so to do.

GIVEN under my hand and official seal of office, this the 22ND day of February, A.D., 2013.

[Signature]

Notary Public

My Commission Expires: Oct. 12, 2014



Exhibit A

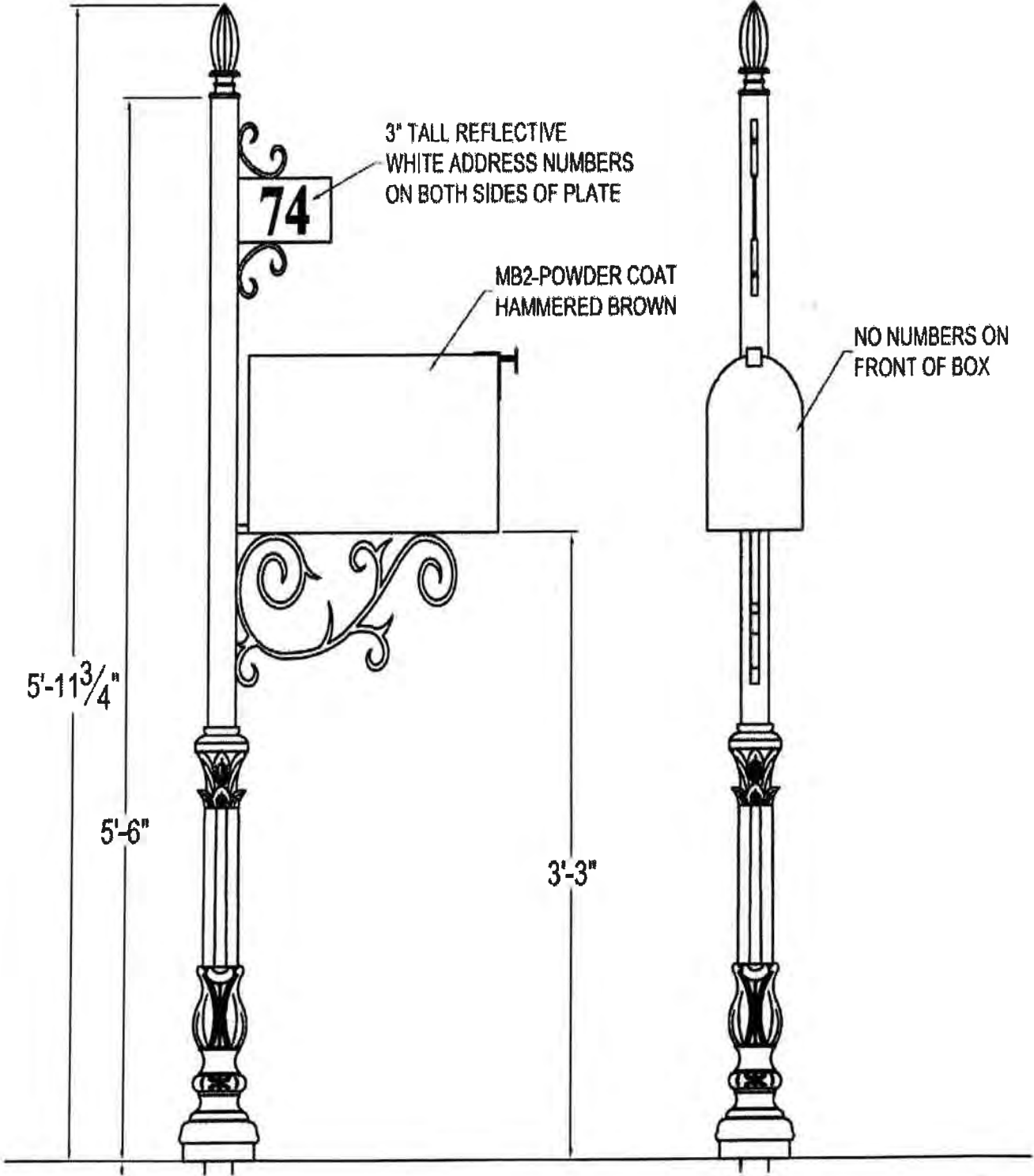
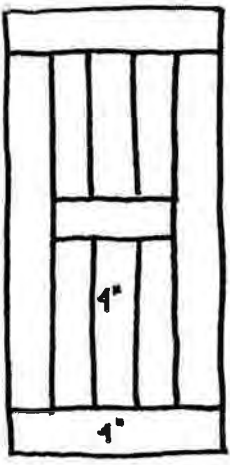
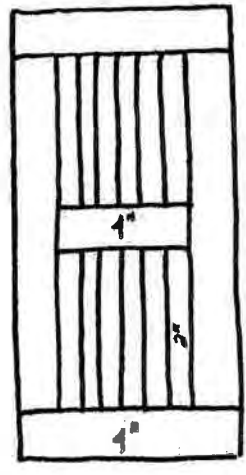


Exhibit B

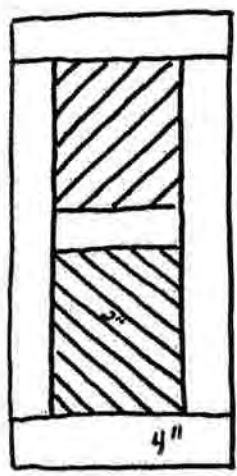


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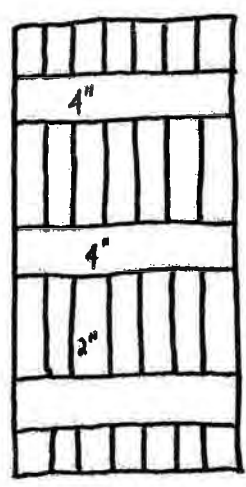


#2

Shutter Options



#3



#4

BEFORE THE ZONING BOARD AND THE
MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF RIDGELAND, MISSISSIPPI

IN THE MATTER OF THE PETITION
AND APPLICATION OF CBC JACKSON,
LLC D/B/A THE ORCHARD FOR A
CONDITIONAL USE PERMIT AND
DIMENSIONAL VARIANCE

STATEMENT IN SUPPORT OF PETITION AND APPLICATION FOR
CONDITIONAL USE PERMIT AND DIMENSIONAL VARIANCE

The Orchard, located at 600 Pear Orchard Road in the City of Ridgeland, is one of the premier retirement communities in the State of Mississippi. Featuring a beautiful architectural design, The Orchard provides its residents with different levels of care, including (1) independent living, (2) assisted living, (3) memory care, and (4) skilled nursing home care.

The Orchard, which is licensed by the Mississippi State Department of Health, is under the day-to-day supervision of Sharon Sullivan, its Executive Director.

Like all continuing care retirement communities providing the aforesaid services, The Orchard operates on a 24-hour-a-day basis, with employees operating in three different shifts. The Orchard currently has 247 employees, with an annual payroll of \$4,780,000.

The Orchard currently has 101 living units (apartments) for independent living, 52 licensed assisted living units (apartments), 26 licensed assisted living/memory care beds, and 60 licensed skilled nursing home beds. These numbers total 239.

The American population is aging. There is an increasing need in the State of Mississippi, in the Jackson Metropolitan Area, in Madison County, and in the City of Ridgeland for continuing retirement care. The Orchard wishes to expand its facilities so as to offer services to an increased number of residents.

The existing facilities of The Orchard are owned by CBC Jackson, LLC, a Delaware limited liability company qualified to do business in Mississippi. That limited liability company does business under the name of The Orchard. The limited liability company has entered into a Contract with the several owners of the 7.0684-acre tract located immediately south of The Orchard, at the northeast corner of the intersection of Pear Orchard Road with Towne Center Boulevard ("subject property"), so that an expansion of The Orchard may be located there. The expansion of The Orchard will enable the continuing care retirement community to increase the number of licensed assisted living units (apartments) to 80 (84 beds) and the number of licensed assisted living/memory units to 38 (54 beds). The Orchard presently

serves only women with memory care and skilled nursing home services. The expansion will enable The Orchard to begin offering these services to men.

As the preliminary site plan filed with the Petition/Application in this matter shows, the proposed expansion will have three different wings running generally in an east-west direction. The northern wing will be two stories high, the central wing will (because of the slope of the land) be two stories high on the north and three stories high on the south, and the southern wing will be only one story high.

The site plan shows courtyards, a main entrance, a service entrance, a memory care entrance, driveways, parking areas, and landscaping. There will be a new entrance/exit for employees and service vehicles connecting on the south side of the complex with Towne Center Boulevard.

The expansion of The Orchard will involve a significant capital investment. The expansion of The Orchard will provide a large number of construction jobs in the City of Ridgeland. The Orchard anticipates that it will hire approximately 30 new employees, including kitchen staff, to serve the increased number of residents. The expansion will thus promote the economy of the City of Ridgeland.

The Orchard provides gardens, libraries, a convenience store, a beauty and barber shop, fine dining, security with a 24-hour call system, a transportation network, extensive social activities, housekeeping services, and on-call nursing services. Residents live in a beautifully furnished facility, with well-trained chefs and cooks preparing the meals served to residents. The Orchard is proud of its homelike atmosphere.

The expansion area is zoned General Commercial District (C-2) on the west side fronting upon Pear Orchard Drive and is zoned Low-Intensity Commercial District (C-1) on the east side adjacent to the residential area known as The Enclave at Towne Center. A continuing care retirement community is permitted in both those classifications by a Conditional Use Permit.

The new facility will meet all of the regular setback requirements. However, under Section 400.04.E.2, there is a requirement of a 50-foot landscaped open space where a rear yard adjoins residentially zoned property. Because parking areas of the new facility will come within the said 50-foot area, The Orchard requires a dimensional variance from the 50-foot landscaped open space requirement. The City of Ridgeland anticipated that such might be required when it approved the plans for the development of The Enclave at Towne Center located immediately east of the subject property. The City requested

that the developer of The Enclave at Towne Center waive the 50-foot landscaped open space requirement. The developer did so and placed in the Protective Covenants for The Enclave at Towne Center a waiver of the 50-foot landscaped open space requirement. A copy of the said Protective Covenants is attached as Exhibit "F" to the Petition/Application filed in this matter.

Thus, the request for a dimensional variance is consistent with the development plans envisioned by the City of Ridgeland for the subject property.

The expansion of The Orchard will have no adverse effect on surrounding properties. Located west across Pear Orchard Drive from the subject property is the United States Post Office serving the City of Ridgeland. Located southwest across Pear Orchard Drive are various commercial facilities, including Health Care Medical; a small strip shopping center housing Bernina Sewing Etc., Pax Mail, M. Corley Salon, and Head to Toe Physical Therapy; and Indian Cycle & Outdoors. Similarly, located south across Towne Center Boulevard from the subject property are other commercial facilities, including Willis Day Spa, Shannon's Hair Creations, and a Karate studio.

The existing facilities of The Orchard are a major asset of the City and constitute a beautifully designed anchor of the neighborhood. The proposed expansion of The Orchard will

strengthen this continuing care retirement community as an anchor of the neighborhood.

As more and more people live longer lives, there comes a time when virtually every family will need to avail itself of the services of a retirement community like The Orchard. Everyone would wish for a grandparent, a parent, an elderly aunt, or some other family member who can no longer live at home to enjoy the services of a continuing retirement care community like The Orchard, be those services independent living, assisting living, memory care, or skilled nursing home care. The Orchard provides such services.

The expansion of The Orchard will enable it to provide increased services to the local community.

For all the foregoing reasons, The Orchard respectfully requests that the requested Conditional Use Permit and the requested dimensional variance be recommended for approval by the Zoning Board and be approved by the Mayor and Board of Aldermen.

Respectfully submitted,

CBC JACKSON, LLC, PETITIONER

STENNETT, WILKINSON & PEDEN,
ATTORNEYS FOR PETITIONER

BY:



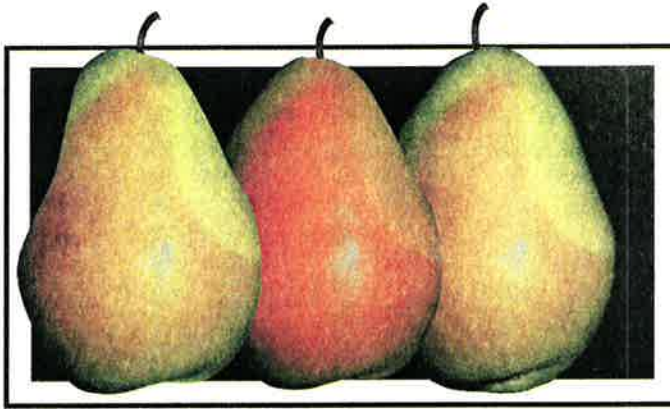
JAMES A. PEDEN, JR.

OF COUNSEL:

JAMES A. PEDEN, JR., MSB NO. 4086
STENNETT, WILKINSON & PEDEN
Post Office Box 13308
Jackson, Mississippi 39236-3308
Telephone: 601/206-1816
E-Mail: jpeden@swplaw.net
Website: www.swplaw.net

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ORCHARD



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ORCHARD



The Orchard is Mississippi's Premier Retirement Community.

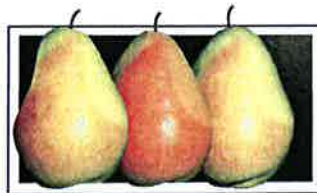
Retirement is something we all look forward to, often to have it complicated by health issues, home maintenance, security anxieties, the constant demand of food preparation and most importantly loneliness and isolation.

Our **Orchard** family of staff and residents has conquered all of these concerns and celebrates a lifestyle you didn't dream could be so rewarding.

Equipped to meet every need of today's seniors, with independent living, assisted living, specialized Alzheimer's care, physical rehabilitation therapy, and a skilled nursing home, **The Orchard** will exceed your expectations in every aspect of our services. Fine dining, security with a 24 hour call system, a transportation network, extensive social activities programs, housekeeping services and on-call nursing services serve to eliminate the concerns of senior living.

The quality of life enhancements which **The Orchard** provides include gardens, libraries, a convenience store, a beauty and barber shop, not to mention our luxurious apartments and a whole community of your new best friends.

All of us face moving into a senior care facility with trepidation and anxiety. But, the most prevalent, almost universal, quote encountered at **The Orchard** is "What took me so long to make this decision?"



600 PEAR ORCHARD ROAD

•
RIDGELAND
MISSISSIPPI
39157

PHONE 601/856-2205

www.orchardretirement.com

The Pure Joy of Easy Living



Independent Living

Choose your private apartment from our variety of one- and two-bedroom floor plans, many with covered patios or balconies. Inside you'll find nine foot ceilings, wood crown moldings, luxurious draperies, and wall-to-wall carpets, ready for your distinctive personal touch. You'll have your own fully equipped kitchen, and most **Orchard** apartments include dishwashers, washers, and dryers.

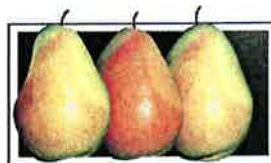
You'll enjoy delicious, healthful meals prepared by our experienced chef and served in our gracious dining room with linen tablecloths and gleaming place settings. Stroll amid the relaxing sound of the fountains in our lush courtyard gardens and relax in the library or the lounge with stimulating friends who share your outlook and interests. You'll take advantage of our regular housekeeping service, banking services, and our scheduled transportation to shopping malls, medical facilities, and entertainment events. And, while you enjoy your life at **The Orchard**, you'll never worry about landscaping or repairs.

The Orchard is, indeed, Mississippi's Premier Retirement Community



Oh, and grandchildren... we love grandchildren and they love to visit us here at **The Orchard**.

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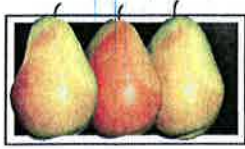


Extended Personal Care

Capable staff, including licensed nurses, provides 24-hour care in **The Azalea Court**, our licensed assisted living wing. All meals are provided in a private dining room and residents enjoy activities in their own spacious area. Large private efficiency apartments feature full kitchens, private baths, walk-in closets, nine foot ceilings and patios.

Staff is particularly attentive to residents of **The Rose Garden**, our licensed Alzheimer's facility. Activities are tailored to residents and their families and all meals are served in a private dining room. **The Rose Garden** has a private courtyard, walking trail, and gazebo. It is separately fenced to provide constant security.

Residents and their families enjoy the exceptional service and facilities at **The Arbor**, our nursing home facility. Resident's needs are top priority and are met by highly trained staff, nutritional experts, physical therapists and physicians.



Independent Living

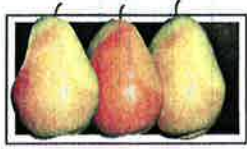
All Independent Residents receive the following services and amenities in their monthly rent:



- One monthly fee (private pay only)
- One time processing fee
- No endowment
- Spacious, luxurious apartments
- Full kitchen in each apartment
- Dishwashers, washers and dryers (in large apartments)
- Emergency alert system in each apartment
- Housekeeping
- Covered balconies or patios in Type 2 and 3
- Cable TV
- Restaurant-style dining
- Private dining room available for residents and guests
- Scheduled transportation
- Church services on Sunday, Bible study on Tuesdays, and devotional on Wednesday
- Social and recreational activities
- Ballroom
- On-site banking
- Card/party rooms
- Maintenance service
- 24-hour security (and nurses on duty)
- Library
- Beauty / barber shops
- Laundry room
- Covered parking
- Sundries Store
- Beautifully landscaped courtyards with fountains
- Fitness room
- Individual climate control

Independent Apartment Rates

	Single Occupancy	Double Occupancy
One Bedroom (Type 2)	\$ 2,390.00	\$ 2,890.00
Deluxe One Bedroom (Type 1)	2,600.00	3,100.00
Two Bedroom, Two Bath (Type 3)	3,250.00	3,750.00



Assisted Living

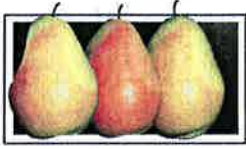
Type 1, Type 2, and Type 4 bedrooms plus the following:

- Three meals a day
- Housekeeping
- Touch up apartment daily, remove trash, pick up dishes, make and turn down beds
- Flat laundry
- Rounds to your apartment every two hours
- Separate dining room with personal service, if needed
- All utilities (except phone)
- Medication control
- Social and recreational activities
- Dressing and bathing assistance
- Blood pressure checks
- Blood sugar testing for diabetics (with doctor's orders)
- Nurses on duty (LPN) (Nurse assistants) and (Aides) on duty 24 hours a day
- Long term care insurance accepted — we do the paperwork



Assisted Living Rates

	Single Occupancy	Double Occupancy - Add
Deluxe One Bedroom (Type 1)	\$ 4,250.00	Second person \$500 (if assisted living services required \$1,200)
One Bedroom (Type 2)	4,050.00	Second person \$500 (if assisted living services required \$1,200)
Studio (Type 4)	4,000.00	Second person \$500 (if assisted living services required \$1,200)
Alzheimers / Dementia (The Rose Garden)	\$ 3,800.00	N/A



The Rose Garden



The Rose Garden is our special unit that is dedicated to assist our Alzheimers/Dementia residents that require continuous observation, direction, and assistance. They have special activities with memory enhancement goals.

There is a secured courtyard with a gazebo; walking path; and a covered patio, with chairs and benches. **The Rose Garden** has a very attractive separate dining room. Each resident shares a room with a wall between their roommate that can be furnished to their liking with privacy and comfort.

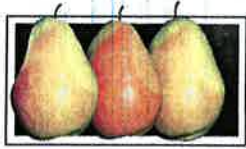
Personal laundry, separate social calendar and special diet needs are provided. Nurses (LPN and Aides) are on duty 24 hours a day, 7 days a week.

The Rose Garden Rates

Semi-private Room

\$ 3,800.00

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Skilled Nursing Home



The Arbor is a state licensed, private-pay, skilled care facility with semi-private and private rooms. Semi-private rooms are separated by a wall, which provides privacy and comfort. Our skilled staff provides the necessary services to care for individual resident needs. We also provide:

- Registered nurses on staff
- LPN, Nurses Assistants, Aides on duty 24 hours a day
- Visiting podiatrists
- Visiting ministry
- Rehabilitation therapies services
- Handicap equipped bus transportation
- Courtyard
- Beauty salon / Barber services
- Long-term insurance accepted
- Therapy pet visitation
- Orchard Care sitter services available
- Offsite prescription service available
- Family participation



Skilled Nursing Home Rates

	Semi-private	Private
Monthly Rates (Full services)	\$ 5,600	\$ 6,100



Levels of Care

The Orchard Retirement Community is a Continuing Care Retirement Community. This means that we offer multiple levels of care on the same campus, allowing our residents to age in place without the worry of one day being required to move to another facility. At The Orchard, we are able to meet nearly every senior adult “where they are” with regard to their social and medical needs. Please see the following explanation of each of our levels:

INDEPENDENT LIVING

Our independent living apartments are designed for the active senior who desires to reduce the burdens of owning a home while still maintaining complete independence. With a diverse group of residents and dynamic activities program, our community offers carefree retirement living. An appropriate candidate for Independent Living would have the following characteristics:

- ❖ Ability to move about the community independently (i.e. completely ambulatory)
- ❖ Ability to self-administer all needed medications, including insulin shots & finger sticks, etc.
- ❖ Ability to care for oneself with regard to personal care needs (i.e. bathing, dressing, grooming)
- ❖ Ability to self-manage any special diets, if applicable
- ❖ Ability to recognize health issues or problems that need medical attention

Residents who live in Independent Living and their family members would need to consider other areas of our campus when:

- ❖ The physical ability to freely move about the community is diminished
- ❖ Signs and symptoms of cognitive impairment (e.g. dementia) are such that more supervision is needed
- ❖ Medications and simple health conditions (e.g. the common cold) are too much to self-manage
- ❖ Any other medical condition or activity of daily living progresses to a point where the resident is not safe to be alone

ASSISTED LIVING

Our licensed Assisted Living community is in place to assist residents with their activities of daily living. Residents at this level of care are those that need extra help but do not require skilled nursing. Assistance is provided by our team of nurses and caregivers, 24 hours a day. Residents in Assisted Living receive assistance in the following areas:

- ❖ Medication management
- ❖ Bathing, Dressing, Grooming
- ❖ Reminders about meals and activities
- ❖ Rounds
- ❖ Weekly housekeeping

Residents who live in Assisted Living and their family members would need to consider a higher level of care on our campus when:

- ❖ The physical ability to ambulate is seriously diminished (i.e. resident is requiring assistance to transfer from bed to chair, chair to toilet, etc.)
- ❖ Cognitive ability has declined to the point where reminders and redirection are no longer effective; the resident is no longer able to participate in community activities due to mental decline
- ❖ Health conditions are such that 24 hour monitoring is necessary to insure safety
- ❖ Restraints are required while in bed or in wheelchair
- ❖ Sterile wound care is required
- ❖ Other medical requirement that can be performed only in skilled nursing

THE ROSE GARDEN

The Rose Garden is our certified Alzheimer's Disease / Dementia Care unit designed to maximize the quality of life for those *female* residents with a primary diagnosis of Alzheimer's or other dementia. In addition to all the services offered in Personal Care, residents of The Rose Garden receive:

- ❖ Individualized Care Plans, updated at least quarterly
- ❖ Extensive activities program, designed from the residents' personal histories
- ❖ Continual redirection in a kind, supportive manner
- ❖ Social Services & Therapeutic Recreational Activities

The Rose Garden operates under MS Department of Health rules and regulations for Alzheimer's Disease / Dementia Care Units. These regulations are in place to insure resident-centered care, as well as family support. In order to maintain compliance, there are criteria for continued residence in The Rose Garden. Families will need to consider placement in The Arbor, our skilled nursing facility, as the resident:

- ❖ Loses the ability to ambulate
- ❖ Requires more intense medical supervision (i.e. physician or nurse practitioner intervention)
- ❖ Becomes unable to participate in the programming (i.e. activities)
- ❖ Requires clinical interventions for nutrition and hydration (e.g. feeding tube)

THE ARBOR

The Arbor is our skilled nursing facility / nursing home. Our physicians and nurse practitioners, along with the nursing home staff, monitor medical and non-medical needs to insure resident wellness and safety. The Arbor provides the highest level of care on The Orchard's campus. As with Personal Care and The Rose Garden, we are licensed by the MS Department of Health and adhere to its rules and regulations. Residents may require:

- ❖ Total care with regard to bathing, dressing, grooming, and toileting
- ❖ Complete assistance with transferring and ambulation

- ❖ Special diets to promote good nutrition
- ❖ Frequent checks, around the clock, as required by the care plan
- ❖ Physical Therapy, Occupational Therapy, or Speech Therapy as ordered by the physician
- ❖ End of life care, managed by an approved community hospice agency

In some instances, residents of The Orchard may require temporary placement in The Arbor as they are completing a complex medication regimen, therapy, or other needed service that cannot be offered in the lower level of care setting.

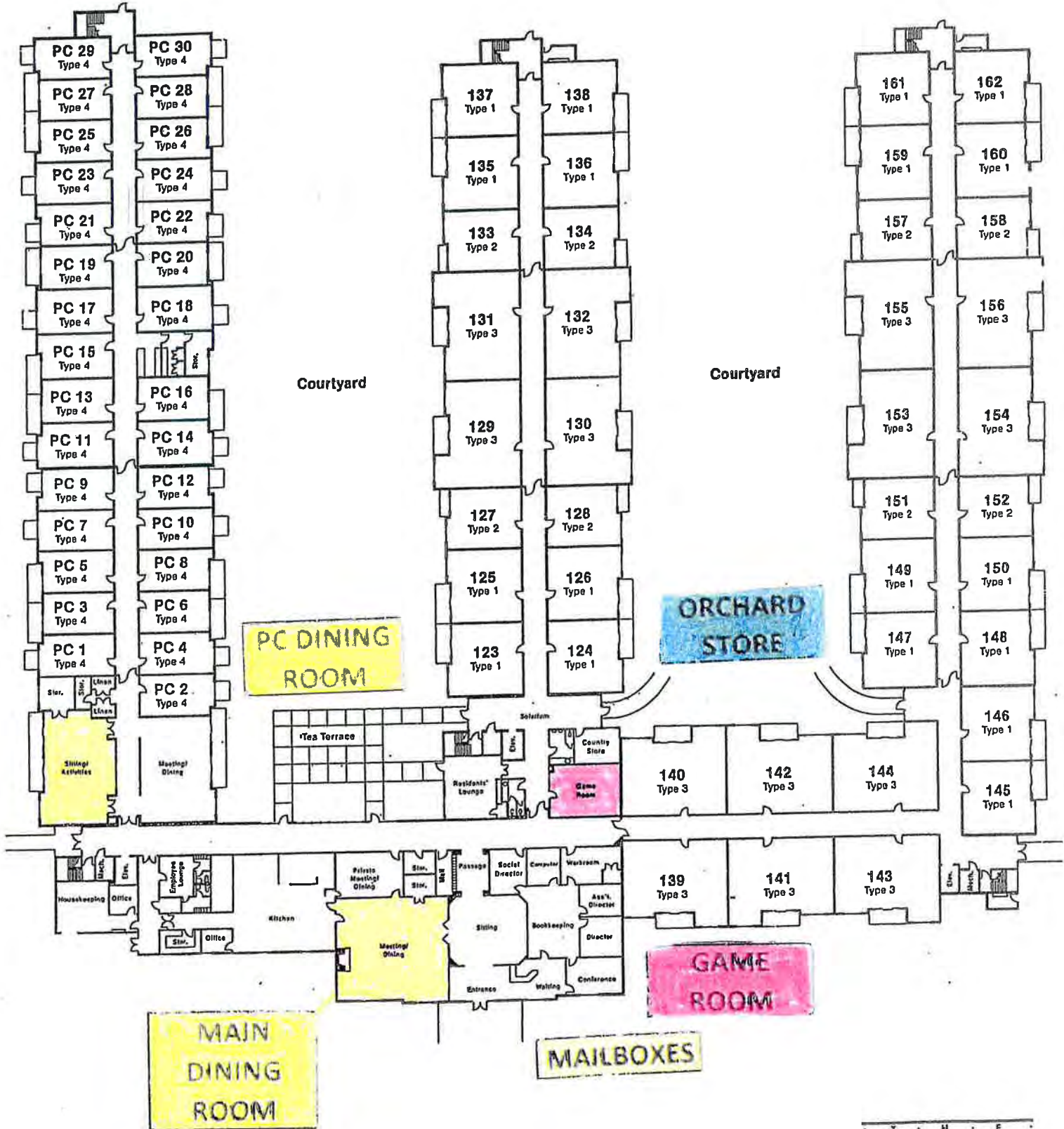


As you can see, The Orchard provides a continuum of care for its residents that allows for care in most any stage of senior adulthood. Please understand that this is simply a guide to help residents and family members understand the different levels of care available on our campus. The services listed above are examples and in no way reflect an exhaustive list of our services and amenities.

A key factor in maximizing the resident's well-being while at The Orchard is proper placement on campus. We cannot stress enough the importance of residing in the facility that is best suited to meet your needs. Our goal is to have safe, happy residents with smooth transitions through the continuum. If you have questions or would like an assessment to determine your "best fit," please contact Sharon Sullivan in the main office.

GROUND FLOOR

North



THE ORCHARD

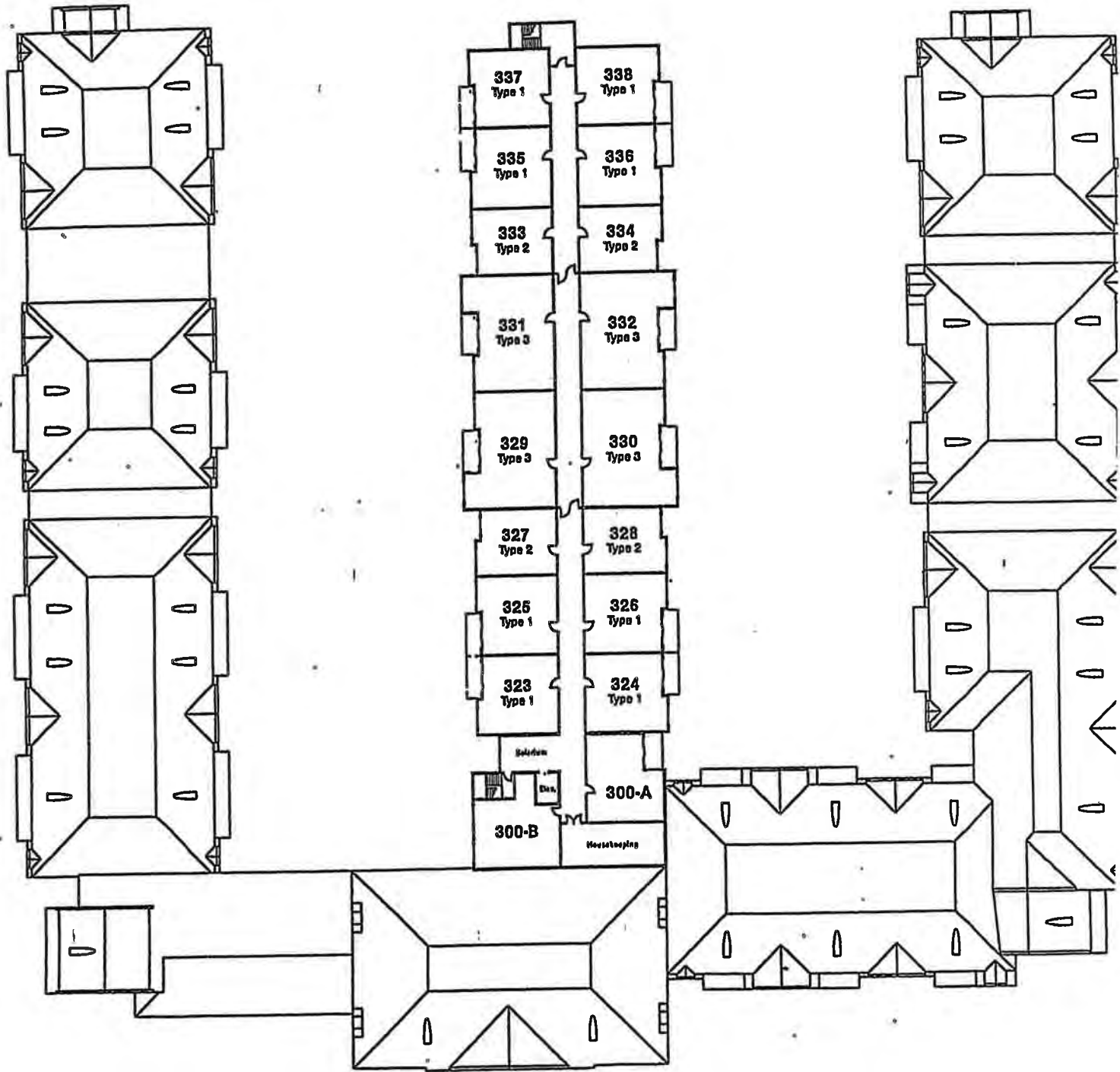
SECOND FLOOR

North



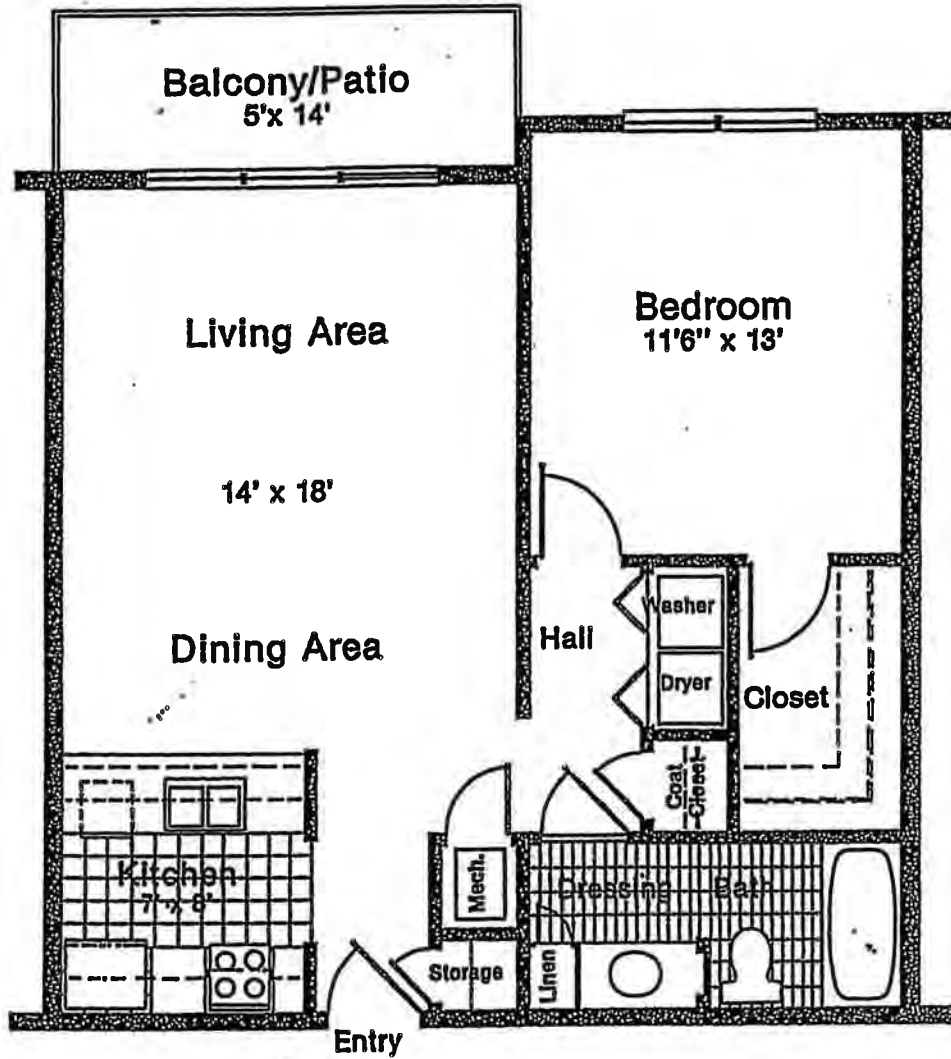
THIRD FLOOR

North



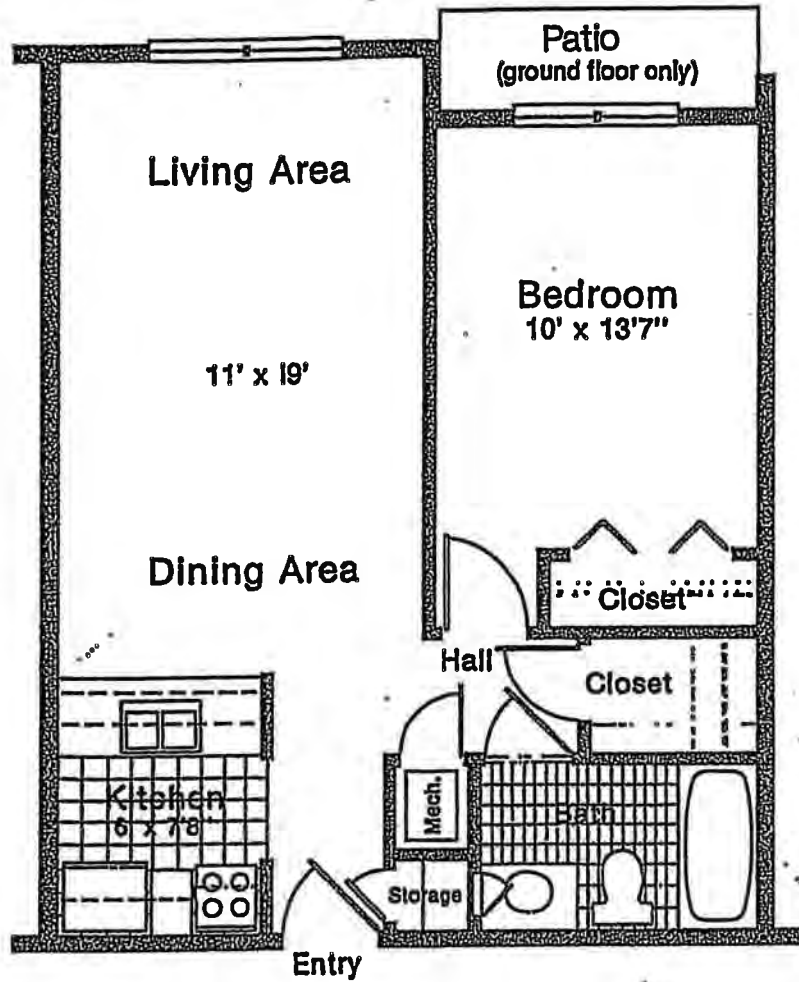
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700 Net Square Feet



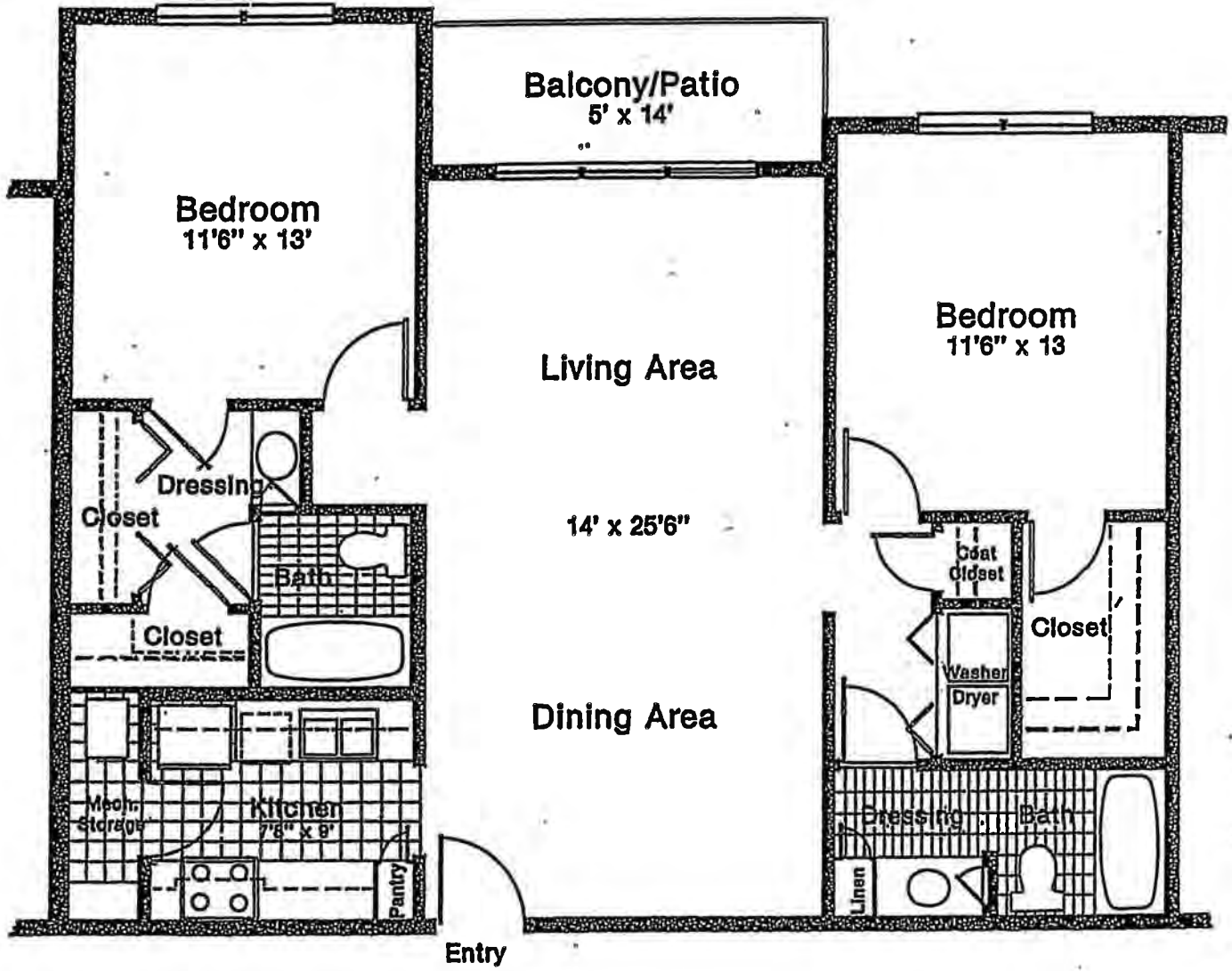
TYPE 2

575 Net Square Feet



TYPE 3

1050 Net Square Feet



TYPE 4
400 Net Square Feet

