Space Above Line For Official Use Only

Instrument Prepared By and Return To:	Owner's Name, Address and Phone Number:	Permittees's Name, Address and Phone Number:
Butler Snow LLP Attn: Debora L. Horn MS Bar No.: 10205 Suite 1400 1020 Highland Colony Parkway Ridgeland, MS 39157 (601) 948-5711	St. Dominic Health Services, Inc. c/o President 969 Lakeland Drive Jackson, MS 39216 (601) 200-2000	Madison County Board of Supervisors c/o President Post Office Box 608 Canton, MS 39046 (601) 855-5500

To the Chancery Clerk of Madison County, Mississippi:
The real property described herein is situated in the Southeast Quarter of Section 32, Township 8 North, Range 2 East, Madison County, Mississippi.

Marginal Notations: Book 2058 at Page 0770 and Book 3423 at Page 736.

SECOND MODIFICATION OF LAND USE RESTRICTION AND MITIGATION COVENANT

THIS SECOND MODIFICATION OF LAND USE RESTRICTION AND MITIGATION COVENANT (this "Second Modification") is made as of the _____ day of _____, 2019 (the "Effective Date") by and between **ST. DOMINIC HEALTH SERVICES, INC.** (the "Owner") and the **MADISON COUNTY BOARD OF SUPERVISORS** (the "Permittee").

WITNESSETH:

WHEREAS, Dudley R. Bozeman ("Bozeman") and Parkway East, a Public Improvement District, executed that certain Mitigation Covenant dated May 26, 2006, and filed of record in the office of the Chancery Clerk of Madison County, Mississippi in Book 2058 at Page 770 (the "Initial Mitigation Covenant"), covering certain real property lying and being situated in Madison County, Mississippi (the "Mitigation Property");

WHEREAS, Owner is the successor in title to Bozeman of the Mitigation Property, and Permittee is the successor permittee to Parkway East, a Public Improvement District, the permittee in the Original Mitigation Covenant;

WHEREAS, pursuant to the terms of that certain Declaration of Land Use Restriction and Mitigation Covenant and Termination of Mitigation Covenant (the "**First Modification**", and together with the Initial Mitigation Covenant, the "**Mitigation Covenant**") by and between Permittee and Owner, dated as of August 1, 2018, and recorded in the office of the Chancery Clerk of Madison County, Mississippi in Book 3423 at Page 736, Owner modified the Mitigation Property by (i) releasing from the Mitigation Property a certain 1.61 acre tract, more or less, and being more particularly described on Exhibit A attached hereto (the "1.61 Acre Tract"), and (ii) annexing in its place certain real property being comprised of 1.82 acres, more or less, and being more particularly described on Exhibit B attached hereto (the "1.82 Acre Tract"); and

WHEREAS, Owner desires to release the 1.82 Tract from the Mitigation Covenant by entering into this Second Modification on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which are hereby acknowledged, Owner and Permittee hereby agree as follows:

1. **Release of the 1.82 Acre Tract of the Mitigation Property**. Owner does hereby terminate, vacate, waive, remove, and release the 1.82 Acre Tract from the Mitigation Property (the "**1.82 Acre Release**").

2. **Description of Mitigation Property**. For purposes of clarification, the Owner acknowledges that the 1.61 acre tract released from the Mitigation Property pursuant to the First Modification was never a part of the Mitigation Property, and thus such release was moot and had no effect on the description of the Mitigation Property. Accordingly, the only modification to the Mitigation Property pursuant to the First Modification was the addition of the 1.82 Acre Tract. As a result of the 1.82 Acre Release contained in this Second Modification, as of the Effective Date, the description of the Mitigation Property is one and same as set forth in the Original Mitigation Covenant.

3. **Counterparts.** This Second Modification may be executed in counterparts, each part being considered as original document, all parts being but one document.

[Signature Pages Follow]

WITNESS THE EXECUTION hereof by the parties, to be effective as of the Effective Date, although actually executed on the dates set forth in the acknowledgements below.

OWNER:

ST. DOMINIC HEALTH SERVICES, INC.

By: Claude W Harbarger

Printed Name: Claude W. Harbarger

Its: President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 25th day of April, 2019, within my jurisdiction, the within named Claude W. Harbarger, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 122884 CALLIE L. GOSS Commission Expires Feb. 4, 2022 HINDS COUNTY

Callie L Goss

NOTARY PUBLIC

My Commission Expires:

Feb. 4, 2022

(Notary Seal Required)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 122884
CALLIE L. GOSS
Commission Expires
Feb. 4, 2022
HINDS COUNTY

PERMITTEE:

MADISON COUNTY BOARD OF SUPERVISORS

By: _____

Printed Name: _____

Its: _____

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____day of _____, 2019, within my jurisdiction, the within named _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

_____

NOTARY PUBLIC

My Commission Expires:

_____

(Notary Seal Required)

EXHIBIT A

LEGAL DESCRIPTION OF ANNEXED PROPERTY

The following describes a parcel of land containing approximately 1.61 acres, situated entirely within Section 32, Township 8 North, Range 2 East, Madison County, Mississippi, more particularly described as follows:

BEGINNING at the NW corner of the SE ¼ of Section 32, Township 8 North, Range 2 East, Madison County, Mississippi, also being the SW corner of the NE ¼ of Section 32, Township 8 North, Range 2 East, Madison County, Mississippi, proceed S 45° 40' 29" E a distance of 910.9 feet to the POINT OF BEGINNING of the parcel.

From the POINT OF BEGINNING, run S 61° 7' 56" E a distance of 333.6 feet, thence run S 70° 21' 57" W a distance of 199.1 feet, thence run S 66° 28' 27" W a distance of 190.5 feet, thence run N 61° 7' 56" W a distance of 131.0 feet, thence run N 30° 47' 44" E a distance of 27.9 feet, thence run N 33° 13' 36" E a distance of 54.6 feet, thence run N 35° 39' 27" E a distance of 54.6 feet, thence run N 38° 5' 19" E a distance of 54.6 feet, thence run N 40° 31' 10" E a distance of 54.6 feet, thence run N 42° 57' 2" E a distance of 54.6 feet, thence run N 45° 22' 53" E a distance of 3.2 feet to the POINT OF BEGINNING.

The above described parcel of land contains approximately 1.61 acres, situated entirely within Section 32, Township 8 North, Range 2 East, Madison County, Mississippi.

EXHIBIT B

LEGAL DESCRIPTION OF REMOVAL PROPERTY

The following describes a parcel of land containing approximately 1.82 acres, situated entirely within Section 32, Township 8 North, Range 2 East, Madison County, Mississippi, more particularly described as follows:

BEGINNING at the NW corner of the SE ¼ of Section 32, Township 8 North, Range 2 East, Madison County, Mississippi, also being the SW corner of the NE ¼ of Section 32, Township 8 North, Range 2 East, Madison County, Mississippi, proceed S 87° 2' 30" E a distance of 1,348.9 feet to the POINT OF BEGINNING of the parcel.

From the POINT OF BEGINNING, run N 51° 27' 32" E a distance of 552.4 feet, thence run S 11° 57' 35" E a distance of 40.4 feet, thence run S 5° 30' 41" E a distance of 55.4 feet, thence run S 4° 55' 15" E a distance of 100.3 feet, thence run S 0° 27' 1" E a distance of 73.5 feet, thence run S 22° 51' 3" W a distance of 50.3 feet, thence run S 89° 54' 39" W a distance of 358.9 feet, thence run S 1° 55' 50" W a distance of 155.9 feet, thence run S 58° 4' 40" W a distance of 78.5 feet, thence run N 5° 14' 53" W a distance of 46.3 feet, thence run N 0° 12' 29" W a distance of 122.1 feet to the POINT OF BEGINNING.

The above described parcel of land contains approximately 1.82 acres, situated entirely within Section 32, Township 8 North, Range 2 East, Madison County, Mississippi.