

**MEMORANDUM OF UNDERSTANDING REGARDING A MUTUAL PROPERTY  
TRANSFER BETWEEN MADISON COUNTY ECONOMIC DEVELOPMENT  
AUTHORITY AND ST. DOMINIC HEALTH SERVICES, INC.**

**INTENDED TO FACILITATE THE COMPLETION OF THE REUNION ROAD AND  
BRIDGE PROJECT AT PARKWAY EAST BLVD**

**A PROJECT OF THE MADISON COUNTY BOARD OF SUPERVISORS**

This Memorandum of Understanding (hereinafter the "Agreement") is made by and among Madison County, Mississippi, a body politic (hereinafter the "County"), acting by and through Madison County Board of Supervisors, a body politic (hereinafter the "Board"), Madison County Economic Development Authority, a duly constituted Economic Development Authority established by the Madison County Board of Supervisors pursuant to Chapter 947, Local and Private Laws of 1979, as amended (formerly known as the "Industrial Development Authority of Madison County, Mississippi) (hereinafter "MCEDA"), and St. Dominic Health Services, Inc., a Mississippi non-profit corporation (hereinafter "SDHS").

WHEREAS, the County is in the process of acquiring lands for the purpose of developing, constructing and otherwise substantially completing an infrastructure project known as "the Reunion Parkway Project" and/or "the Reunion Road and Bridge Project", which originates at State Highway 463, travels easterly to Bozeman Road, crosses over U.S. Interstate 55, intersects at Parkway East Boulevard, and terminates at U.S. Highway 51, in Madison County, Mississippi, and;

WHEREAS, said roadway, when complete, will be designated as "Reunion Parkway", connecting state Highway 22 at Highway 463, to Highway 51 on the eastern side of Interstate-55, intended to relieve congestion for the benefit of the citizens of Madison County and the traveling public, at large. Reunion Parkway will also offer certain recreational amenities such as pedestrian and bike trails and paths across the interstate highway, and leading to a proposed "e-parking hub" at Parkway East Boulevard that will offer plug in e-stations for electric vehicles; and

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WHEREAS, MCEDA owns approximately 13.52 acres situated at the northern end of Parkway East Boulevard, and SDHS owns approximately 14.703 acres situated at the southern end of Parkway East Boulevard, all lying within the jurisdiction of the Parkway East Public Improvement District (hereinafter the "PID"); and

WHEREAS, to accomplish the completion of the Reunion Road and Bridge Project it is necessary that the County acquire sufficient Right of Way ("ROW") and Easements ("Easements") on the eastern side of Interstate 55 so as to enable the County to complete construction of the bridge and the on/off interchange ramps allowing access to Interstate-55 from Parkway East, and allowing traverse to Highway 51; and

WHEREAS, the approximately 14.703 acres owned by SDHS and needed by the County for the construction of the Reunion Road and Bridge Project are identified as follows and legally described in Exhibits "A" and "B" (hereinafter collectively the "SDHS Property"):

- a. 13.46 acres needed in fee simple ROW (see Exhibit "A"); and
- b. 0.824 acres needed as a permanent utility easement with an adjoining 0.419 acres needed as a temporary construction easement (see Exhibit "B").

WHEREAS, after considerable study, the Board has determined that the County's ROW and Easement acquisition needs should include the SDHS Property, and in order to facilitate such acquisition, MCEDA has agreed to convey its property (the @13.52 acres) as legally described in Exhibit "C" (hereinafter the "MCEDA Property") to SDHS; and

WHEREAS, SDHS and MCEDA have therefore mutually agreed to participate in a veritable "land swap" transaction wherein MCEDA will convey fee simple title to the MCEDA Property to SDHS, and SDHS will contemporaneously convey to MCEDA the

SDHS Property as follows: (1) fee simple title to the @13.46 acres, , and (2) a permanent utility easement to the @0.824 acres with the accompanying temporary construction easement to the @0.419 acres along Parkway East Boulevard; and

WHEREAS, contemporaneously with the above-described conveyances by SDHS and MCEDA, MCEDA will convey the SDHS Property to the County.

WHEREAS, PREMISES CONSIDERED, in furtherance of substantial completion of the Reunion Parkway Project, and in consideration of the commitments, promises and covenants made by the parties respectively, the parties agree to the terms and conditions, as follows:

#### **THE MUTUAL PROPERTY CONVEYANCE**

1. **PARTIES:** Parties to the Mutual Property Conveyance are the County, SDHS, and MCEDA.
2. **PURPOSE:** The purpose of the Mutual Property Conveyance is to effectuate the substantial completion of the Reunion Parkway Project, and specifically to enable the County to acquire sufficient ROW and Easements to complete construction of the Reunion Road and Bridge components of the Reunion Parkway Project (landing of Reunion Bridge; interchange on/off ramps, and construction of road leading easterly to Highway 51).
3. **PROPERTY CONVEYANCE:**
  - a. SDHS will convey by Special Warranty Deed all of its right, title and interest in @13.46 acres of property to MCEDA (see Exhibit "A"); and
  - b. SDHS will convey a Permanent Utility Easement encompassing 0.824 acres and accompanying Temporary Construction Easement encompassing 0.419 acres to MCEDA (see Exhibit "B"); and
  - c. MCEDA will convey by Special Warranty Deed all of its right, title and interest in the MCEDA Property to SDHS; and

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d. After items a. through c. above have been confirmed, MCEDA will contemporaneously convey all lands and easements set forth in 3.a. – b above to the County.

4. **NO ADDITIONAL CONSIDERATION:** It is agreed by the parties that the mutual property conveyances, or delivery of the deeds and easements, one to the other, are to be considered as the terminal fulfillment of all conditions of the “land swap”, as described herein, with no additional financial consideration to be expected or mutually exchanged. The governing boards of the parties have reviewed appraisals and land values of all parcels herein referenced to be exchanged and agree that the values and appraisals of lands to be exchanged are substantially equal or are in reasonable range of equal proportion of valuation so that no additional consideration is necessary or expected. All parties agree in the primacy of the Purpose set out herein and that said property exchange will inure to the mutual benefit of all parties, in that the completion of the Reunion Parkway Project will not only ease traffic congestion in middle Madison County, but will also lead to the inevitable growth and development of the PID and adjacent area, resulting in the increase in value of lands and properties along Parkway East Boulevard, and to greater economic benefit of Madison County.

5. **MERCHANTABLE TITLE:** The parties agree that only merchantable title and easements shall be conveyed one to the other, free and clear of all liens, claims and encumbrances (hereinafter “Liens”), including, without limitation, any fees, dues, assessments or other monetary obligations with respect to the PID that might be due and owing to the PID, or to any other party (hereinafter the “PID Fees”). The parties’ respective obligations under this Agreement are subject in all respects to their respective satisfaction with the condition and state of title of the SDHS Property and the MCEDA Property. The parties agree to cooperate in their respective due diligence activities regarding the SDHS Property and the MCEDA Property. The parties shall bear their own expenses

in connection with the consummation of the transactions contemplated by this Agreement.

- a. MCEDA as a governmental entity acknowledges that is statutorily prohibited from paying such PID Fees but will endeavor to confirm to the satisfaction of SDHS that no due and owing PID Fees on the MCEDA Property are outstanding as of the date of such conveyance to SDHS. The County and MCEDA agree that SDHS may terminate this Agreement if MCEDA is unable to provide confirmation from the PID that no PID Fees are or will be due and owing on the MCEDA Property.
- b. SDHS, in turn, will satisfy MCEDA that no due and owing PID Fees on the SDHS Property are outstanding as of the date of such conveyance to the County.
- c. The County agrees that it will continue to assist SDHS and the PID to mitigate or to contain any increases in PID Fees that might accrue on the MCEDA Property.

6. **NOT TIME LIMITED:** Nothing in this Agreement shall be construed to indicate or represent that this Agreement is "time limited" as to construction of the Reunion Road and Bridge Project, or as to construction of the interchange ramps at I-55, or that this Agreement is subject to rescission, revocation, or can be returned to the ownership of either party, by operation of law, upon any failure of the County to achieve permitting from the Mississippi Department of Transportation ("MDOT") or other state or federal governmental authority to construct the proposed interchange.

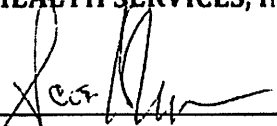
7. **BINDING:** After approval of the governing bodies of both parties this Agreement shall be binding upon the parties hereto, and upon all successors, assigns, entities, agencies, and upon any succeeding governmental or corporate bodies, whether profit or non-profit.

8. **VENUE and JURISDICTION:** The laws of the State of Mississippi shall govern this Agreement. If it becomes necessary to ensure the performance of the conditions of this Agreement through means of litigation or court action, it is agreed that the venue for any legal action arising hereunder or between the parties as it relates to the terms of this Agreement shall be in the Circuit or Chancery Courts of Madison County, Mississippi.
  
9. **CLOSING:** If the transactions contemplated by this Agreement have not been consummated by March 15, 2023, any party shall have the right to terminate this Agreement upon written notice to the other parties.

WHEREFORE, the parties hereto have executed this Agreement on the date(s) of the respective acknowledgements below of the signatures of the authorized representatives of the parties, effective as of the date of the final acknowledgement thereof.

[Signatures on Following Pages]

**ST. DOMINIC HEALTH SERVICES, INC.**

By:   
Scott J. Kashman  
President

ATTEST:

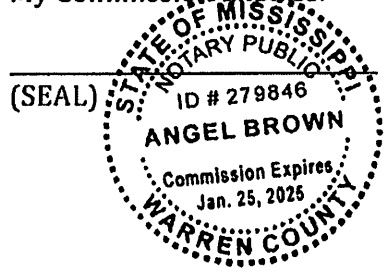
By:   
SECRETARY,  
ST. DOMINIC HEALTH SERVICES, INC.

STATE OF MISSISSIPPI  
COUNTY OF Hinds

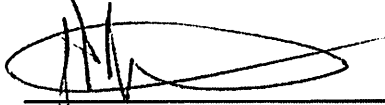
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 8<sup>th</sup> day of March, 2023, within my jurisdiction, the within named Scott J. Kashman, who acknowledged that he is the President of St. Dominic Health Services, Inc., a Mississippi nonprofit corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first have been duly authorized by said corporation so to do.

  
NOTARY PUBLIC

My Commission Expires:



**MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

  
\_\_\_\_\_  
Joey Deason  
Director, MCEDA

ATTEST:

\_\_\_\_\_  
SECRETARY,  
MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

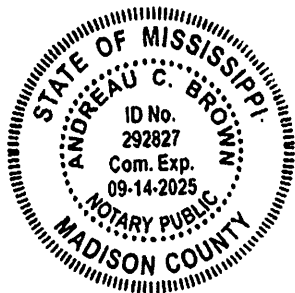
STATE OF MISSISSIPPI  
COUNTY OF Madison

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 9<sup>th</sup> day of March, 2023, within my jurisdiction, the within named JOEY DEASON, who acknowledged that he is DIRECTOR of the MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

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

My Commission Expires:

9/14/25  
\_\_\_\_\_  
(SEAL)





**MADISON COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Gerald Steen  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
CHANCERY CLERK  
MADISON COUNTY BOARD OF SUPERVISORS

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023, within my jurisdiction, the within named GERALD STEEN, who acknowledged that he is PRESIDENT of the MADISON COUNTY BOARD OF SUPERVISORS and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

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

My Commission Expires:

\_\_\_\_\_  
(SEAL)

## EXHIBIT "A"

November 25, 2022

**RIGHT OF WAY ACQUISITION FOR  
REUNION PARKWAY – PHASE II  
BOZEMAN ROAD TO PARKWAY EAST  
MADISON COUNTY, MISSISSIPPI  
PROJECT No. 105278**

**PARCEL NO. 005-00-00-W**

**ST. DOMINIC HEALTH SERVICES, INC.**

**Tax Parcel ID #**

**082I-29-002/00.00; 082I-32-010/03.00 & 082I-32-008/00.00**

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999954521872 and a Convergence angle of (+) 00 degrees 06 minutes 34.21580059 seconds developed at centerline station 40+00 as shown on the Reunion Parkway – Phase II plans prepared for the Madison County Board of Supervisors, Project No. 105278. It is the intent of this description to convey that portion of Grantors property lying within the new right-of-way as defined by said project:

Being a parcel of land situated in the East half (E ½) of the West half (W ½) Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being out of and a part of a tract of land conveyed to St. Dominic Health Services, Inc. as recorded in Deed Book 2175, Page 55, Deed Book 2194, Page 172 and Deed Book 2639, Page 457 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

Commencing at a ½" rebar found at the Northeast corner of Ingleside II Subdivision as recorded in Plat Cabinet C, Slide 5 within the Chancery Clerks Office of said Madison County, Mississippi, and being N= 1086750.79, E= 2356013.16, on the above referenced coordinate system. Thence from the Point of Commencing, run North for a distance of 4,837.54 feet to a point; thence run East for a distance of 6,600.90 feet to a point on Easterly right of way line of Interstate 55 and being N= 1091588.33, E= 2362614.06, on the above referenced coordinate system and also being on the arc of a curve to the left and the Point of Beginning of the herein described parcel;

Thence departing the Easterly right of way line of said Interstate 55, and along the proposed right of way line of Reunion Parkway northeasterly ramp and the arc of a curve to the left, run Southwesterly for a distance of 347.81 feet to a ½" iron rod with cap set at the point of tangency and being 262.94 feet right of and perpendicular to the centerline of Interstate 55 at Station 411+54.67. Said curve having a radius of 2,790.00 feet a central angle of 07°08'33" and a chord distance of 347.59 feet bearing South 19°09'12" West;

Thence continuing along said proposed right of way line of said northeasterly ramp, run South 15°34'55" West, for a distance of 527.92 feet to a ½" iron rod with cap set being 407.00 feet right of and perpendicular to the centerline of Interstate 55 at Station 406+46.79;

Thence continuing along said proposed right of way, run South 74°25'05" East, for a distance of 15.00 feet to a ½" iron rod with cap set being 421.43 feet right of and perpendicular to the centerline of Interstate 55 at Station 406+50.89;

Thence continuing along said proposed right of way line and the arc of a curve to the right for a distance of 497.23 feet to a ½" iron rod with cap set being 497.32 feet right of and perpendicular to the centerline of Interstate 55 at Station 401+60.74. Said curve having a radius of 2,024.86 feet a central angle of 14°04'11" and a chord distance of 495.98 feet bearing South 22°37'00" West;

Thence continuing along said proposed right of way, run South 29°39'06" West, for a distance of 37.95 feet to a ½" iron rod with cap set being 498.49 feet right of and perpendicular to the centerline of Interstate 55 at Station 401+22.81;

Thence continuing along said proposed right of way line of said northeasterly ramp, run South 16 degrees 46 minutes 55 seconds East, a distance of 90.03 feet to a ½" iron rod with cap set being 565.60 feet right of and perpendicular to the centerline of Interstate 55 at Station 400+62.80;

Thence along the proposed right of way line of Reunion Parkway, run South 60 degrees 20 minutes 54 seconds East, a distance of 411.79 feet to a ½" iron rod with cap set on the Westerly right of way line of Parkway East;

Thence along the existing right of way line of said Parkway East, run South 74 degrees 43 minutes 03 seconds West, a distance of 70.49 feet to a found concrete monument;

Thence continuing along the existing right of way line of said Parkway East, run North 60 degrees 17 minutes 28 seconds West, a distance of 75.65 feet to a found concrete monument;

Thence continuing along the existing right of way line of said Parkway East, run South 29 degrees 42 minutes 32 seconds West, a distance of 200.00 feet to a found concrete monument;

Thence continuing along the existing right of way line of said Parkway East, run South 60 degrees 17 minutes 28 seconds East, a distance of 71.49 feet to a found concrete monument;

Thence continuing along the existing right of way line of said Parkway East, run South 14 degrees 15 minutes 00 seconds East, a distance of 7.14 feet to a point on a Southerly line of said "St. Dominic" property;

Thence along a Southerly line of said "St. Dominic" property, run North 87 degrees 46 minutes 52 seconds West, a distance of 53.80 feet to a ½" iron rod found;

Thence continuing along the Southerly line of said "St. Dominic" property, run North 60 degrees 20 minutes 54 seconds West, a distance of 392.60 feet to a ½" iron rod found;

Thence continuing along said Southerly property line, run South 80 degrees 00 minutes 27 seconds West, a distance of 189.87 feet to a ½" iron rod found;

Thence continuing along said Southerly property line, run South 37 degrees 24 minutes 33 seconds West, a distance of 172.18 feet to a ½" rebar set;

Thence continuing along said Southerly property line, run North 87 degrees 46 minutes 52 seconds West, a distance of 213.45 feet to a ½" rebar found at the intersection with the existing Easterly right of way of Interstate 55 and being on the arc of a curve to the right;

Thence run Northeasterly, along the existing right of way of said Interstate 55 and the arc of a curve to the right for a distance of 397.18 feet to a concrete monument found at the point of tangency. Said curve having a radius of 14,215.95 feet a central angle of  $01^{\circ}36'02''$  and a chord distance of 397.16 feet bearing North  $30^{\circ}37'24''$  East;

Thence continuing along the existing right of way of said Interstate 55 run, North  $31^{\circ}25'25''$  East a distance of 556.53 feet to a concrete monument found at the point of curvature of a curve to the right;

Thence run Northeasterly, continuing along the existing right of way of said Interstate 55 and the arc of a curve to the right for a distance of 934.57 feet to a concrete monument found at the point of tangency. Said curve having a radius of 14,215.95 feet a central angle of  $03^{\circ}46'00''$  and a chord distance of 934.40 feet bearing North  $33^{\circ}18'25''$  East;

Thence continuing along the existing right of way of said Interstate 55 run, North  $35^{\circ}11'25''$  East a distance of 65.73 feet to a concrete monument found at the point of curvature of a curve to the left;

Thence run Northeasterly, continuing along the existing right of way of said Interstate 55 and the arc of a curve to the left for a distance of 161.62 feet to the Point of Beginning and containing 13.46 Acres, (586,141 Square Feet), more or less. Said curve having a radius of 14,431.95 feet a central angle of  $00^{\circ}38'30''$  and a chord distance of 161.62 feet bearing North  $34^{\circ}52'10''$  East.

Together with any and all abutters rights of access, if any, in, to, over, on and across the lands described above.

**EXHIBIT "B"**

November 25, 2022

**VARIABLE WIDTH PERMANENT UTILITY EASEMENT AND A  
TEN (10) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT  
FOR THE MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY  
MADISON COUNTY, MISSISSIPPI**

Parcel 2

**ST. DOMINIC HEALTH SERVICES, INC.**

Tax Parcel ID #

0821-29-002/00.00; 0821-32-010/03.00 & 0821-32-008/00.00

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999954521872 and a Convergence angle of (+) 00 degrees 06 minutes 34.21580059 seconds developed at centerline station 40+00 as shown on the Reunion Parkway – Phase II plans prepared for the Madison County Board of Supervisors, Project No. 105278.

Being a parcel of land situated in the East half (E ½) of the West half (W ½) Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being out of and a part of a tract of land conveyed to St. Dominic Health Services, Inc. as recorded in Deed Book 2175, Page 55, Deed Book 2194, Page 172 and Deed Book 2639, Page 457 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

Commencing at a ½" rebar found at the Northeast corner of Ingleside II Subdivision as recorded in Plat Cabinet C, Slide 5 within the Chancery Clerks Office of said Madison County, Mississippi, and being N= 1086750.79, E= 2356013.16, on the above referenced coordinate system. Thence from the Point of Commencing, run North for a distance of 4,837.54 feet to a point; thence run East for a distance of 6,600.90 feet to a point on Easterly right of way line of Interstate 55 and being N= 1091588.33, E= 2362614.06, on the above referenced coordinate system and also being on the arc of a curve to the left and the Point of Beginning of the herein described parcel;

Thence departing the Easterly right of way line of said Interstate 55, run South 61 degrees 30 minutes 41 seconds East, a distance of 20.10 feet to a point on the arc of a curve to the left;

Thence run Southwesterly along the arc of a curve to the left for a distance of 343.25 feet to the point of tangency. Said curve having a radius of 2770.00 feet a central angle of 07°05'59" and a chord distance of 343.08 feet bearing South 19°07'56" West;

Thence run South 15 degrees 34 minutes 55 seconds West, a distance of 507.92 feet to a point;

Thence run South 74 degrees 25 minutes 05 seconds East, a distance of 14.90 feet to a point on the arc of a curve to the right;

Thence run Southwesterly along the arc of said curve to the right for a distance of 551.32 feet to a point. Said curve having a radius of 2,044.86 feet a central angle of 15°26'52" and a chord distance of 549.65 feet bearing South 22°44'43" West;

Thence run South 16 degrees 46 minutes 55 seconds East, a distance of 90.28 feet to a point;

Thence run South 29 degrees 28 minutes 37 seconds West, a distance of 288.31 feet to a point on a Southerly line of the above referenced St. Dominic Health Services, Inc., parcel;

Thence along a Southerly line of the above referenced St. Dominic Health Services, Inc., parcel, run North 60 degrees 20 minutes 54 seconds West, a distance of 20.00 feet to a point;

Thence run North 29 degrees 28 minutes 37 seconds East, a distance of 279.71 feet to a point on the proposed right of way of the northeasterly ramp at the intersection of Reunion Parkway and Interstate 55;

Thence along the proposed right of way of said northeasterly ramp, run North 16 degrees 46 minutes 55 seconds West, a distance of 90.03 feet to a point;

Thence continuing along the proposed right of way of said northeasterly ramp, run North 29 degrees 39 minutes 06 seconds East, a distance of 37.95 feet to a point on the arc of a curve to the left;

Thence run Northeasterly along the arc of said curve to the left for a distance of 497.23 feet to a point. Said curve having a radius of 2024.86 feet a central angle of 16°04'56" and a chord distance of 495.98 feet bearing North 22°37'00" East;

Thence continuing along the proposed right of way of said northeasterly ramp, run North 74 degrees 25 minutes 05 seconds West, a distance of 15.00 feet to a point;

Thence continuing along the proposed right of way of said northeasterly ramp, run North 15 degrees 34 minutes 55 seconds East, a distance of 527.92 feet to a point at the point of curvature of a curve to the right;

Thence run Northeasterly along the arc of said curve to the right for a distance of 347.81 feet to the Point of Beginning and containing 0.824 Acres, (35,914 Square Feet), more or less. Said curve having a radius of 2790.00 feet a central angle of 07°08'33" and a chord distance of 347.59 feet bearing North 19°09'12" East;

#### **A TEN (10) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT**

Being a ten (10) foot wide temporary construction easement running parallel to, adjacent to and along the exterior limits of the above described variable width permanent utility easement and, containing 0.419 acres (18,256 Square Feet), more or less.

**EXHIBIT "C"**

**INDUSTRIAL DEVELOPMENT AUTHORITY OF MADISON COUNTY**

**MADISON COUNTY, MISSISSIPPI**

Tax Parcel ID # 082I-29-006/01.00

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999955403140 and a Convergence angle of (+) 00 degrees 07 minutes 10.98664226 seconds developed at Point of Commencement of the herein described parcel.

Being a parcel of land situated in the East half (E ½) of the East half (E ½) of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being out of and a part of a tract of land conveyed to Industrial Development Authority of Madison County as recorded in Deed Book 249, Page 259 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

**Commencing** at a ½" rebar found at the Southwest corner of the of the East half (E ½) of the East half (E ½) of the of said Section 29; thence along the West line of the East half of the East Half of said Section 29, run North 00°06'39" West, passing at a distance of 497.47 feet a ½" rebar found and continuing for a total distance of the 1376.59 feet to a ½" iron rebar with cap set North right of way line of Parkway East (110' wide right of way), being N= 1093495.63, E= 2365269.55 on the above referenced coordinate system and the Southwest corner and the **Point of Beginning** of the herein described parcel;

Thence continuing along the West line of the East half of the East Half of said Section 29, run North 00°06'39" West, for a distance of 589.49 feet to a ½" iron rebar found on Southerly right of way line of Interstate 55, being on the arc of a curve to the left and also being the Northwest corner of the herein described parcel;

Thence Northeasterly, along the Southerly right of way line of Interstate 55 and the arc of a curve to the left, for a distance of 852.94 feet (deed – 842.39 feet) to a 5/8" rebar found at the Northeast corner of the herein described parcel. Said curve having a radius of 5879.58 feet, a central angle of 08°18'43" and a chord length of 852.19 bearing North 53°26'07" East;

Thence departing the Southerly right of way line of said Interstate 55, run South 02°25'11" East, for a distance of 1090.82 feet to a ½" iron rebar with cap set on the North right of way line of the aforesaid Parkway East;

Thence along the Northerly right of way line of said Parkway East, run South 89°52'58" West, for a distance of 595.56 feet to a concrete right of way monument found marking the point of curvature of a curve to the left;

Thence Southwesterly, along the Northerly right of way line of said Parkway East, and the arc of a curve to the left for a distance of 134.01 feet to the Point of Beginning and

containing 13.52 acres, (589,014 Square Feet), more or less. Said curve having a radius of 1540.65 feet, a central angle of 04°59'01" and a chord length of 133.96 feet, bearing South 87°23'28" West.

Less and except two (2) lease sites (60'x 100') along the North line of the above-described parcel, conveyed to Hendrick Outdoor, Inc. by Deed Book 702, Pages 381 and 383 and shown on survey prepared by Waggoner Engineering, dated 01/11/22.

The grantor also reserves a 30' wide ingress/egress easement as described below:

Being 30' wide strip of land, parallel to, adjacent to, and along the entire length of the Northerly and the Westerly boundary lines, and 225 feet in length, along the Southwesterly line as shown on survey plat prepared by Waggoner Engineering, Inc., dated 01/11/22.



Space Above Line For Official Use Only

<b>Instrument Prepared By and return to:</b>	<b>Grantor's Name, Address and Phone Number:</b>	<b>Grantee's Name, Address and Phone Number:</b>
<i>Arthur F. Jernigan, Jr. (MSB #3092) Jernigan Copeland PLLC 970 Ebenezer Blvd. Post Office Box 2249 Madison, MS 39110 (601) 427-0021</i>	<i>Madison County Economic Development Authority 135 Mississippi Pkwy. Canton, MS 39046 (601) 605-0368</i>	<i>St. Dominic Health Services, Inc. 969 Lakeland Drive Jackson, MS 39216 (601) 200-6840</i>
<i>Indexing Instructions to the Chancery Clerk of Madison County, Mississippi: East half (E1/2) of the East half (E1/2) of Section 29, T8N, R2E, Madison County, Mississippi</i>		

### **SPECIAL WARRANTY DEED**

FOR AND IN CONSIDERATION of the mutual exchange of property and, other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby acknowledged, **Madison County Economic Development Authority**, a duly constituted **Economic Development Authority** established by the **Madison County Board of Supervisors** pursuant to **Chapter 947, Local and Private Laws of 1979**, as amended, formerly known as **Industrial Development Authority of Madison County, Mississippi** ("**Grantor**"), does hereby, convey and warrant specially unto **St. Dominic Health Services, Inc.**, a **Mississippi nonprofit corporation** ("**Grantee**"), the real property located in **Madison County, Mississippi**, described on the attached *Exhibit A*, together with all rights and appurtenances thereunto (the "**Property**").

The special warranty of this conveyance is subject to the matters listed on *Exhibit B*.

All Exhibits attached hereto shall be deemed incorporated fully herein by reference.

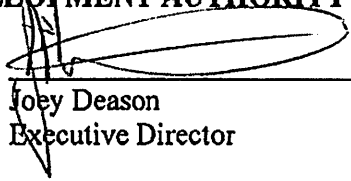
Grantor has not been subject to the assessment and payment of ad valorem taxes, including all Parkway East PID assessments, therefore any ad valorem taxes or assessments for the year 2023 and thereafter will be the responsibility of the Grantee.

In witness whereof, the undersigned authorized representative of Grantor has executed this instrument on the date of the acknowledgement of his signature below.

**GRANTOR**

**MADISON COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

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

  
Joey Deason  
Executive Director

STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9<sup>th</sup> day of March, 2023, within my jurisdiction, the within named Joey Deason, who acknowledged that he is the Executive Director of the Madison County Economic Development Authority, a duly constituted Economic Development Authority established by the Madison County Board of Supervisors pursuant to Chapter 947, Local and Private Laws of 1979, as amended, and that for and on behalf of the said Authority and as its act and deed, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said Authority so to do.

  
NOTARY PUBLIC

My Commission Expires: 9/14/25



## EXHIBIT "A"

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999955403140 and a Convergence angle of (+) 00 degrees 07 minutes 10.98664226 seconds developed at Point of Commencement of the herein described parcel.

Being a parcel of land situated in the East half (E ½) of the East half (E ½) of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being out of and a part of a tract of land conveyed to Industrial Development Authority of Madison County as recorded in Deed Book 249, Page 259 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

**Commencing** at a ½" rebar found at the Southwest corner of the of the East half (E ½) of the East half (E ½) of the of said Section 29; thence along the West line of the East half of the East Half of said Section 29, run North 00°06'39" West, passing at a distance of 497.47 feet a ½" rebar found and continuing for a total distance of the 1376.59 feet to a ½" iron rebar with cap set North right of way line of Parkway East (110' wide right of way), being N= 1093495.63, E= 2365269.55 on the above referenced coordinate system and the Southwest corner and the Point of Beginning of the herein described parcel;

Thence continuing along the West line of the East half of the East Half of said Section 29, run North 00°06'39" West, for a distance of 589.49 feet to a ½" iron rebar found on Southerly right of way line of Interstate 55, being on the arc of a curve to the left and also being the Northwest corner of the herein described parcel;

Thence Northeasterly, along the Southerly right of way line of Interstate 55 and the arc of a curve to the left, for a distance of 852.94 feet (deed – 842.39 feet) to a 5/8" rebar found at the Northeast corner of the herein described parcel. Said curve having a radius of 5879.58 feet, a central angle of 08°18'43" and a chord length of 852.19 bearing North 53°26'07" East;

Thence departing the Southerly right of way line of said Interstate 55, run South 02°25'11" East, for a distance of 1090.82 feet to a ½" iron rebar with cap set on the North right of way line of the aforesaid Parkway East;

Thence along the Northerly right of way line of said Parkway East, run South 89°52'58" West, for a distance of 595.56 feet to a concrete right of way monument found marking the point of curvature of a curve to the left;

Thence Southwesterly, along the Northerly right of way line of said Parkway East, and the arc of a curve to the left for a distance of 134.01 feet to the Point of Beginning and containing 13.52 acres, (589,014 Square Feet), more or less. Said curve having a radius of 1540.65 feet, a central angle of 04°59'01" and a chord length of 133.96 feet, bearing South 87°23'28" West.

Less and except two (2) lease sites (60'x 100') along the North line of the above-described parcel, conveyed to Hendrick Outdoor, Inc. by Deed Book 702, Pages 381 and 383 and shown on survey prepared by Waggoner Engineering, dated 01/11/22.

The grantor also reserves a 30' wide ingress/egress easement as described below:

Being 30' wide strip of land, parallel to, adjacent to, and along the entire length of the Northerly and the Westerly boundary lines, and 225 feet in length, along the Southwesterly line as shown on survey plat prepared by Waggoner Engineering, Inc., dated 01/11/22.

## **EXHIBIT "B"**

- 1 Restrictive Covenants recorded in Book 721, Page 704; Book 1921, Page 320; Book 473, Page 709; Book 3158, Page 542; Book 3617, Page 813; Book 3794, Page 188.
- 2 Right of Way to Entergy Mississippi, Inc. recorded in Book 3682, Page 731, and Book 525, Page 772.
- 3 Permanent Utility Easement Agreement recorded in Book 1970, Page 51.
- 4 Easements to Canton Municipal Utilities recorded in Book 347, Page 132 and Book 493, Page 273.
- 5 Drainage Easement to the Mississippi State Highway Department recorded in book 77, Page 531.
- 6 Right of Way to Mississippi Power & Light Company recorded in book 272, Page 525.
- 7 Permanent Utility Easement Agreement recorded in Book 1970, Page 511 (a 25 foot wide permanent utility easement being 25 feet along the interior of a portion of the outer boundary of the Property for the installation, operation, and maintenance of utilities, including but not limited to, the existing utilities on said Property, all according to the Survey of Richard Tolbert dated 7/16/21.
- 8 The Release of Damages contained in that certain Special Warranty Deed to Madison County, Mississippi, dated September 5, 2003, and filed November 6, 2003, in book 1707, Page 375.
- 9 Declaration of Land Use Restriction and Real Property Covenants by the Madison County economic Development Authority for the benefit and use of the United States Army Corp of Engineers, dated September 12, 2012, and filed of record September 12, 2012, in Book 2839, Page 774.
- 10 Declaration of Restrictions recorded on November 12, 2021, in Book 4131, page 835.
- 11 Any and all mineral and mining rights leased, granted or reserved by the current or prior owners.
- 12 Taxes and special assessments for the year 2023: Exempt.

Note: All references to Book and Page of the subject documents refers to those documents being filed in the land records of the office of the Chancery Clerk of Madison County, Mississippi.

Space Above Line For Official Use Only

<b>Instrument Prepared By and return to:</b>	<b>Grantor's Name, Address and Phone Number:</b>	<b>Grantee's Name, Address and Phone Number:</b>
<i>Arthur F. Jernigan, Jr. (MSB #3092) Jernigan Copeland PLLC 970 Ebenezer Blvd. Post Office Box 2249 Madison, MS 39110 (601) 427-0021</i>	<b>St. Dominic Health Services, Inc. 969 Lakeland Drive Jackson, MS 39216 (601) 200-6840</b>	<b>Madison County Economic Development Authority 135 Mississippi Pkwy. Canton, MS 39046 (601) 605-0368</b>
<b><i>Indexing Instructions to the Chancery Clerk of Madison County, Mississippi: East half (E1/2) of the West half (W1/2), Section 29, T8N, R2E, Madison County, Mississippi</i></b>		

**SPECIAL WARRANTY DEED**

FOR AND IN CONSIDERATION of the mutual exchange of property and, other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby acknowledged, **St. Dominic Health Services, Inc.**, a Mississippi nonprofit corporation ("**Grantor**"), does hereby, convey and warrant specially unto **Madison County Economic Development Authority**, duly constituted Economic Development Authority established by the Madison County Board of Supervisors pursuant to Chapter 947, Local and Private Laws

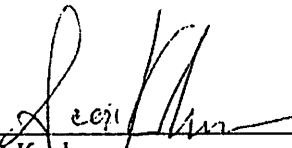
of 1979, as amended (formerly known as Industrial Development Authority of Madison County, MS) ("Grantee"), the real property located in Madison County, Mississippi, described on the attached *Exhibit A*, together with all rights and appurtenances thereunto (the "*Property*").

The special warranty of this conveyance is subject to the matters listed on *Exhibit B*.

All Exhibits attached hereto shall be deemed incorporated fully herein by reference.

In witness whereof, the undersigned representative of Grantor has executed this instrument on the date of the acknowledgement of his signature below.

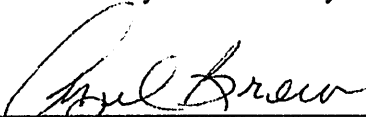
**ST. DOMINIC HEALTH SERVICES, INC.**

  
\_\_\_\_\_  
By: Scott Kashman  
Its: President

STATE OF MISSISSIPPI

COUNTY OF Winn

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8<sup>th</sup> day of March, 2023, within my jurisdiction, the within named Scott Kashman, who acknowledged that he is the President of St. Dominic Health Services, Inc. a Mississippi nonprofit corporation, and that for and on behalf of the said authority and as its act and deed, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said Authority so to do.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:



**EXHIBIT "A"**

November 25, 2022

**RIGHT OF WAY ACQUISITION FOR  
REUNION PARKWAY – PHASE II  
BOZEMAN ROAD TO PARKWAY EAST  
MADISON COUNTY, MISSISSIPPI  
PROJECT No. 105278**

**PARCEL NO. 005-00-00-W**

**ST. DOMINIC HEALTH SERVICES, INC.**

Tax Parcel ID #

082I-29-002/00.00; 082I-32-010/03.00 & 082I-32-008/00.00

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999954521872 and a Convergence angle of (+) 00 degrees 06 minutes 34.21580059 seconds developed at centerline station 40+00 as shown on the Reunion Parkway – Phase II plans prepared for the Madison County Board of Supervisors, Project No. 105278. It is the intent of this description to convey that portion of Grantors property lying within the new right-of-way as defined by said project:

Being a parcel of land situated in the East half (E ½) of the West half (W ½) Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being out of and a part of a tract of land conveyed to St. Dominic Health Services, Inc. as recorded in Deed Book 2175, Page 55, Deed Book 2194, Page 172 and Deed Book 2639, Page 457 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

Commencing at a ½" rebar found at the Northeast corner of Ingleside II Subdivision as recorded in Plat Cabinet C, Slide 5 within the Chancery Clerks Office of said Madison County, Mississippi, and being N= 1086750.79, E= 2356013.16, on the above referenced coordinate system. Thence from the Point of Commencing, run North for a distance of 4,837.54 feet to a point; thence run East for a distance of 6,600.90 feet to a point on Easterly right of way line of Interstate 55 and being N= 1091588.33, E= 2362614.06, on the above referenced coordinate system and also being on the arc of a curve to the left and the Point of Beginning of the herein described parcel;

Thence departing the Easterly right of way line of said Interstate 55, and along the proposed right of way line of Reunion Parkway northeasterly ramp and the arc of a curve to the left, run Southwesterly for a distance of 347.81 feet to a ½" iron rod with cap set at the point of tangency and being 262.94 feet right of and perpendicular to the centerline of Interstate 55 at Station 411+54.67. Said curve having a radius of 2,790.00 feet a central angle of 07°08'33" and a chord distance of 347.59 feet bearing South 19°09'12" West;

Thence continuing along said proposed right of way line of said northeasterly ramp, run South 15°34'55" West, for a distance of 527.92 feet to a ½" iron rod with cap set being 407.00 feet right of and perpendicular to the centerline of Interstate 55 at Station 406+46.79;

Thence continuing along said proposed right of way, run South 74°25'05" East, for a distance of 15.00 feet to a ½" iron rod with cap set being 421.43 feet right of and perpendicular to the centerline of Interstate 55 at Station 406+50.89;

Thence continuing along said proposed right of way line and the arc of a curve to the right for a distance of 497.23 feet to a ½" iron rod with cap set being 497.32 feet right of and perpendicular to the centerline of Interstate 55 at Station 401+60.74. Said curve having a radius of 2,024.86 feet a central angle of 14°04'11" and a chord distance of 495.98 feet bearing South 22°37'00" West;

Thence continuing along said proposed right of way, run South 29°39'06" West, for a distance of 37.95 feet to a ½" iron rod with cap set being 498.49 feet right of and perpendicular to the centerline of Interstate 55 at Station 401+22.81;

Thence continuing along said proposed right of way line of said northeasterly ramp, run South 16 degrees 46 minutes 55 seconds East, a distance of 90.03 feet to a ½" iron rod with cap set being 565.60 feet right of and perpendicular to the centerline of Interstate 55 at Station 400+62.80;

Thence along the proposed right of way line of Reunion Parkway, run South 60 degrees 20 minutes 54 seconds East, a distance of 411.79 feet to a ½" iron rod with cap set on the Westerly right of way line of Parkway East;

Thence along the existing right of way line of said Parkway East, run South 74 degrees 43 minutes 03 seconds West, a distance of 70.49 feet to a found concrete monument;

Thence continuing along the existing right of way line of said Parkway East, run North 60 degrees 17 minutes 28 seconds West, a distance of 75.65 feet to a found concrete monument;

Thence continuing along the existing right of way line of said Parkway East, run South 29 degrees 42 minutes 32 seconds West, a distance of 200.00 feet to a found concrete monument;

Thence continuing along the existing right of way line of said Parkway East, run South 60 degrees 17 minutes 28 seconds East, a distance of 71.49 feet to a found concrete monument;

Thence continuing along the existing right of way line of said Parkway East, run South 14 degrees 15 minutes 00 seconds East, a distance of 7.14 feet to a point on a Southerly line of said "St. Dominic" property;

Thence along a Southerly line of said "St. Dominic" property, run North 87 degrees 46 minutes 52 seconds West, a distance of 53.80 feet to a ½" iron rod found;

Thence continuing along the Southerly line of said "St. Dominic" property, run North 60 degrees 20 minutes 54 seconds West, a distance of 392.60 feet to a ½" iron rod found;

Thence continuing along said Southerly property line, run South 80 degrees 00 minutes 27 seconds West, a distance of 189.87 feet to a ½" iron rod found;

Thence continuing along said Southerly property line, run South 37 degrees 24 minutes 33 seconds West, a distance of 172.18 feet to a ½" rebar set;

Thence continuing along said Southerly property line, run North 87 degrees 46 minutes 52 seconds West, a distance of 213.45 feet to a ½" rebar found at the intersection with the existing Easterly right of way of Interstate 55 and being on the arc of a curve to the right;



Thence run Northeasterly, along the existing right of way of said Interstate 55 and the arc of a curve to the right for a distance of 397.18 feet to a concrete monument found at the point of tangency. Said curve having a radius of 14,215.95 feet a central angle of  $01^{\circ}36'02''$  and a chord distance of 397.16 feet bearing North  $30^{\circ}37'24''$  East;

Thence continuing along the existing right of way of said Interstate 55 run, North  $31^{\circ}25'25''$  East a distance of 556.53 feet to a concrete monument found at the point of curvature of a curve to the right;

Thence run Northeasterly, continuing along the existing right of way of said Interstate 55 and the arc of a curve to the right for a distance of 934.57 feet to a concrete monument found at the point of tangency. Said curve having a radius of 14,215.95 feet a central angle of  $03^{\circ}46'00''$  and a chord distance of 934.40 feet bearing North  $33^{\circ}18'25''$  East;

Thence continuing along the existing right of way of said Interstate 55 run, North  $35^{\circ}11'25''$  East a distance of 65.73 feet to a concrete monument found at the point of curvature of a curve to the left;

Thence run Northeasterly, continuing along the existing right of way of said Interstate 55 and the arc of a curve to the left for a distance of 161.62 feet to the Point of Beginning and containing 13.46 Acres, (586,141 Square Feet), more or less. Said curve having a radius of 14,431.95 feet a central angle of  $00^{\circ}38'30''$  and a chord distance of 161.62 feet bearing North  $34^{\circ}52'10''$  East.

Together with any and all abutters rights of access, if any, in, to, over, on and across the lands described above.

## **Exhibit "B"**

Subject, however, to the following:

1. Memorandum of Understanding executed by and between Madison County Board of Supervisors and St. Dominic's Health Services, Inc. dated July 18, 2007, filed on October 1, 2007 at 2:30 PM, recorded in Book 2244, Page 52.
2. Notice of Establishment of Parkway East Public Improvement District, dated January 31, 2005 filed on February 2, 2005 at 2:45 PM, recorded in Book 1879, Page 43. And filed January 12, 2006 at 2:45 PM in Book 2008, Page 138.
3. Covenants or Restrictions other than City or County
  - Covenants recorded in Book 1879, Page 473.
  - Release of Damages to State Highway recorded in Book 76, Page 444; Book 77, Page 536 and Book 77, Page 538.
4. Encroachments and/or Easements:
  - Easement to Madison County Wastewater Authority recorded in Book 2363, Page 321.
  - Utility Easement to Madison County Wastewater recorded in Book 2363, Page 314.
  - Utility and drainage to Parkway East recorded in Book 2275, Page 828.
  - Easement to Mississippi Major Economic Impact Act recorded in Book 1729, Page 500. (Contains Release of Damages.)
  - Drainage Easement recorded in Book 76, Page 444 and Book 77, Page 538.
  - Right of Way to Bear Creek recorded in Book 144, Page 345.
  - Rights of Way recorded in Book 539, Page 479 and Book 2275, Page 822.

Space Above Line For Official Use Only

<b>Instrument Prepared By and return to:</b>	<b>Grantor's Name, Address and Phone Number:</b>	<b>Grantee's Name, Address and Phone Number:</b>
<i>Arthur F. Jernigan, Jr. (MSB #3092) Jernigan Copeland PLLC 970 Ebenezer Blvd. Post Office Box 2249 Madison, MS 39110 (601) 427-0021</i>	St. Dominic Health Services, Inc. 969 Lakeland Drive Jackson, MS 39216 (601) 200-6840	Madison County Economic Development Authority 135 Mississippi Pkwy. Canton, MS 39046 (601) 605-0368
<b><i>Indexing Instructions to the Chancery Clerk of Madison County, Mississippi: East half (E1/2) of the West half (W1/2), Section 29, T8N, R2E, Madison County, Mississippi</i></b>		

### **PERMANENT UTILITY EASEMENT**

FOR AND IN CONSIDERATION of the mutual exchange of property and, other good and valuable consideration, the receipt, adequacy and sufficiency of all of which is hereby acknowledged, **St. Dominic Health Services, Inc.**, a Mississippi nonprofit corporation ("**Grantor**"), does hereby, convey and warrant specially unto **Madison County Economic Development Authority**, a Mississippi body politic authorized and created pursuant to **Chapter 947, Local and Private Laws of 1979, as amended**, formerly known as Industrial Development Authority of Madison County, Mississippi ("**Grantee**"), and Grantee's successors and assigns, a Permanent Utility Easement and a temporary construction easement located on the

real property in Madison County, Mississippi, described on the attached *Exhibit A*, together with all rights and appurtenances thereunto (the "*Property*").

The purpose of the Permanent Utility Easement shall be for installation, construction, repair, maintenance, and replacement of water utility lines by Grantee for construction of the Reunion Road and Bridge components of the Reunion Parkway Project (*the "Project"*). Upon completion of the construction of said water utility lines, Grantee shall restore the surface of the Property to as close to its original condition as possible. Grantee shall repair any damage to any adjacent property of Grantor. Grantee shall conclude such restoration within three months after the completion of the Project. If Grantee fails to perform the restoration, then Grantor shall have the right to perform such restoration and Grantee shall reimburse Grantor for all reasonable out of pocket costs to restore the Property. Grantee shall at all times and at its sole risk and expense maintain the electric utility lines and the surface of the Property in good condition and repair. The purpose of the temporary construction easement shall be to provide Grantee access to the Permanent Utility Easement and to facilitate the constructing of the Project. The temporary construction easement shall terminate automatically and all rights herein granted regarding such temporary easement shall revert to Grantor upon completion of the Project. The foregoing obligations of Grantee are not personal and shall be covenants running with the land binding on Grantee's successors and assigns for the benefit of the Grantor and its successors and assigns.

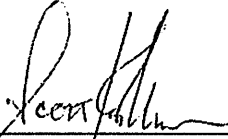
Grantor's reserve all rights and uses of the lands described herein which do not unreasonably interfere with the rights granted to Grantee herein.

The special warranty of this conveyance is subject to the matters listed on *Exhibit B*.

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In witness whereof, the undersigned authorized representative of Grantor has executed this instrument on the date of the acknowledgement of his signature below.

**ST. DOMINIC HEALTH SERVICES, INC.**



By: Scott Kashman  
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 8<sup>th</sup> day of March, 2023, within my jurisdiction, the within named Scott Kashman, who acknowledged that he is the President of the St. Dominic Health Services, Inc., a Mississippi nonprofit corporation, and that for and on behalf of the said corporation and as its act and deed, he executed and delivered the above and foregoing Permanent Utility Easement, after first having been duly authorized by said corporation so to do.

  
NOTARY PUBLIC

My Commission Expires:



**EXHIBIT "A"**

November 25, 2022

**VARIABLE WIDTH PERMANENT UTILITY EASEMENT AND A  
TEN (10) FOOT WODE TEMPORRAY CONSTRUCTION EASEMENT  
FOR THE MISSISSIPPI MAJOR ECONOMIC IMPACT AUTHORITY  
MADISON COUNTY, MISSISSIPPI**

**Parcel 2**

**ST. DOMINIC HEALTH SERVICES, INC.**

**Tax Parcel ID #**

**0821-29-002/00.00; 0821-32-010/03.00 & 0821-32-008/00.00**

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999954521872 and a Convergence angle of (+) 00 degrees 06 minutes 34.21580059 seconds developed at centerline station 40+00 as shown on the Reunion Parkway - Phase II plans prepared for the Madison County Board of Supervisors, Project No. 105278.

Being a parcel of land situated in the East half (E ½) of the West half (W ½) Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being out of and a part of a tract of land conveyed to St. Dominic Health Services, Inc. as recorded in Deed Book 2175, Page 55, Deed Book 2194, Page 172 and Deed Book 2639, Page 457 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

Commencing at a ½" rebar found at the Northeast corner of Ingleside II Subdivision as recorded in Plat Cabinet C, Slide 5 within the Chancery Clerks Office of said Madison County, Mississippi, and being N= 1086750.79, E= 2356013.16, on the above referenced coordinate system. Thence from the Point of Commencing, run North for a distance of 4,837.54 feet to a point; thence run East for a distance of 6,600.90 feet to a point on Easterly right of way line of Interstate 55 and being N= 1091588.33, E= 2362614.06, on the above referenced coordinate system and also being on the arc of a curve to the left and the Point of Beginning of the herein described parcel;

Thence departing the Easterly right of way line of said Interstate 55, run South 61 degrees 30 minutes 41 seconds East, a distance of 20.10 feet to a point on the arc of a curve to the left;

Thence run Southwesterly along the arc of a curve to the left for a distance of 343.25 feet to the point of tangency. Said curve having a radius of 2770.00 feet a central angle of 07°05'59" and a chord distance of 343.08 feet bearing South 19°07'56" West;

Thence run South 15 degrees 34 minutes 55 seconds West, a distance of 507.92 feet to a point;

Thence run South 74 degrees 25 minutes 05 seconds East, a distance of 14.90 feet to a point on the arc of a curve to the right;

Thence run Southwesterly along the arc of said curve to the right for a distance of 551.32 feet to a point. Said curve having a radius of 2,044.86 feet a central angle of 15°26'52" and a chord distance of 549.65 feet bearing South 22°44'43" West;

Thence run South 16 degrees 46 minutes 55 seconds East, a distance of 90.28 feet to a point;

Thence run South 29 degrees 28 minutes 37 seconds West, a distance of 288.31 feet to a point on a Southerly line of the above referenced St. Dominic Health Services, Inc., parcel;

Thence along a Southerly line of the above referenced St. Dominic Health Services, Inc., parcel, run North 60 degrees 20 minutes 54 seconds West, a distance of 20.00 feet to a point;

Thence run North 29 degrees 28 minutes 37 seconds East, a distance of 279.71 feet to a point on the proposed right of way of the northeasterly ramp at the intersection of Reunion Parkway and Interstate 55;

Thence along the proposed right of way of said northeasterly ramp, run North 16 degrees 46 minutes 55 seconds West, a distance of 90.03 feet to a point;

Thence continuing along the proposed right of way of said northeasterly ramp, run North 29 degrees 39 minutes 06 seconds East, a distance of 37.95 feet to a point on the arc of a curve to the left;

Thence run Northeasterly along the arc of said curve to the left for a distance of 497.23 feet to a point. Said curve having a radius of 2024.86 feet a central angle of 16°04'56" and a chord distance of 495.98 feet bearing North 22°37'00" East;

Thence continuing along the proposed right of way of said northeasterly ramp, run North 74 degrees 25 minutes 05 seconds West, a distance of 15.00 feet to a point;

Thence continuing along the proposed right of way of said northeasterly ramp, run North 15 degrees 34 minutes 55 seconds East, a distance of 527.92 feet to a point at the point of curvature of a curve to the right;

Thence run Northeasterly along the arc of said curve to the right for a distance of 347.81 feet to the Point of Beginning and containing 0.824 Acres, (35,914 Square Feet), more or less. Said curve having a radius of 2790.00 feet a central angle of 07°08'33" and a chord distance of 347.59 feet bearing North 19°09'12" East;

#### **A TEN (10) FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT**

Being a ten (10) foot wide temporary construction easement running parallel to, adjacent to and along the exterior limits of the above described variable width permanent utility easement and, containing 0.419 acres (18,256 Square Feet), more or less.

## Exhibit "B"

Subject, however, to the following:

1. Memorandum of Understanding executed by and between Madison County Board of Supervisors and St. Dominic's Health Services, Inc. dated July 18, 2007, filed on October 1, 2007 at 2:30 PM, recorded in Book 2244, Page 52.
2. Notice of Establishment of Parkway East Public Improvement District, dated January 31, 2005 filed on February 2, 2005 at 2:45 PM, recorded in Book 1879, Page 43. And filed January 12, 2006 at 2:45 PM in Book 2008, Page 138.
3. Covenants or Restrictions other than City or County Ordinances (Instruments shown should be examined by Addressee for possible forfeiture, assessments, reverters and other matters which may affect title to subject property):

Covenants recorded in Book 1879, Page 473.

Release of Damages to State Highway recorded in Book 76, Page 444; Book 77, Page 536 and Book 77, Page 538.

4. Encroachments and/or Easements:

Easement to Madison County Wastewater Authority recorded in Book 2363, Page 321.

Utility Easement to Madison County Wastewater recorded in Book 2363, Page 314.

Utility and drainage to Parkway East recorded in Book 2275, Page 828.

Easement to Mississippi Major Economic Impact Act recorded in Book 1729, Page 500. (Contains Release of Damages.)

Drainage Easement recorded in Book 76, Page 444 and Book 77, Page 538.

Right of Way to Bear Creek recorded in Book 144, Page 345.

Rights of Way recorded in Book 539, Page 479 and Book 2275, Page 822.