

ROW005A

HAWKS CROSSING INVESTMENTS, LLC

057-0-01-X

102556/201000

4/20/10 1:36:16
DK W BK 631 PG 401
DEOTO COUNTY, MS
W-E. DAVIS, CH CLERK

APPROVED
By PDM at 1:52 pm, May 04, 2009

Do not record above this line.

WARRANTY DEED

THE STATE OF MISSISSIPPI

County of Desoto

For and in consideration of Seven hundred twenty three thousand
five hundred and 00 _____ /100 Dollars
(\$723,500.00)) the receipt and sufficiency of which is hereby acknowledged,

I/or we, the undersigned, hereby grant, bargain, sell, convey and warrant unto the Mississippi

Transportation Commission the following described land:

**INDEXING INSTRUCTIONS: N 1/2 of the SE 1/4 and the S 1/2 of the NE 1/4 of Section 31,
T-2-S, R-6-W, DESOTO COUNTY, MISSISSIPPI.**

That certain parcel of land containing 28.94 acres, more or less, in the North Half of the Southeast Quarter and the South Half of the Northeast Quarter of Section 31, Township 2 South, Range 6 West, Desoto County, Mississippi, being bounded on the Northeast and Northwest by the tract owned by the Desoto County, Mississippi, Board of Education (deed of record found in Book 471, page 343) and on the Southwest and Southeast by the following parcel to be conveyed to the Mississippi Transportation Commission:

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83/93, grid values, using a combined scale factor of 0.999954285 and a grid to geodetic azimuth angle of (+) 00 degrees 14 minutes 09 seconds developed at the approximate center of Project No. STP-0029-02(013) 102556/201000. It is the intent of this description to convey that portion of grantors' property lying within the proposed right of way limits of the referenced project;

Commencing at an iron pin found in the center of Byhalia Road at the southeast corner of Section 31, Township 2 South, Range 6 West, Desoto County, Mississippi said point having a coordinate value of N:1950540.33, E:2436781.36 on the above referenced coordinate system thence North 00 degrees 11 minutes 37 seconds East a distance of 1435.12 feet to a point; thence along a non-tangential curve to the right a distance of 1061.32 feet, having a radius of 3000.00 feet, and a chord bearing North 84 degrees 49 minutes 12 seconds West for 1055.79 feet, also having a delta angle of 20 degrees 16

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Mr. Ramsey

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minutes 11 seconds to the northwest corner of a 3.41 acres tract, being Parcel 1 on that deed of conveyance to "Boyle Hawks Crossing Partnership" and the **Point of Beginning** of the herein described tract;

- From said **Point of Beginning** run, along the grantors property line, South 00 degrees 17 minutes 02 seconds East a distance of 122.77 feet to its intersection with the south line of the above referenced project;
- thence along said right of way North 67 degrees 33 minutes 50 seconds West a distance of 559.24 feet, more or less, to a point 245.00 feet right of the project centerline at station 373+00, said point having a value of N:1952161.42, E:2435218.43 on the above referenced coordinate system;
- thence along said right of way line North 75 degrees 38 minutes 42 seconds West a distance of 624.56 feet to a point 220.00 feet right of the project centerline at station 367+00, said point having a value of N:1952316.27, E:2434613.36 on the above referenced coordinate system;
- thence along said right of way line South 85 degrees 07 minutes 39 seconds West a distance of 223.84 feet to a point 300.00 feet right of the project centerline at station 365+00, said point having a value of N:1952297.26, E:2434390.33 on the above referenced coordinate system;
- thence along a non-tangential curve to the right a distance of 251.77 feet, having a radius of 6029.58 feet, and a chord bearing North 71 degrees 44 minutes 22 seconds West for 251.75 feet, also having a delta angle of 2 degrees 23 minutes 33 seconds, more or less, to the grantor's west property line;
- thence along the grantor's west property line North 00 degrees 28 minutes 45 seconds West a distance of 422.25 feet, more or less, to the southwest corner of the tract conveyed to the Desoto County, Mississippi, Board of Education;
- thence along the common property line North 58 degrees 54 minutes 39 seconds East a distance of 230.60 feet to its intersection with the north right of way line of the above referenced project;
- thence along the right of way line along a non-tangential curve to the left a distance of 606.00 feet, having a radius of 5454.58 feet, and a chord bearing South 73 degrees 45 minutes 11 seconds East for 605.69 feet, also having a delta angle of 6 degrees 21 minutes 56 seconds to a point 275.00 feet left of the project centerline at station 369+00, said point having a value of N:1952748.00, E:2434926.70 on the above referenced coordinate system;
- thence along said right of way line South 69 degrees 58 minutes 10 seconds East a distance of 485.96 feet to a point 195.00 feet left of the project centerline at station 374+00, said point having a value of N:1952581.55, E:2435383.26 on the above referenced coordinate system;
- thence along said right of way line North 88 degrees 43 minutes 45 seconds East a distance of 293.46 feet to a point 100.00 feet left of the westbound on-ramp centerline station 77+00, said point having a value of N:1952588.05, E:2435676.65 on the above referenced coordinate system;

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- thence along said right of way line North 62 degrees 54 minutes 03 seconds East a distance of 825.54 feet to its intersection with the common property line of grantors with the above mentioned tract owned by the Desoto County, Mississippi, Board of Education;
 - thence along said common property lines, South 52 degrees 44 minutes 59 seconds East a distance of 42.86 feet;
 - thence South 39 degrees 52 minutes 59 seconds East a distance of 60.04 feet;
 - thence South 40 degrees 32 minutes 44 seconds East a distance of 57.04 feet;
 - thence South 41 degrees 38 minutes 18 seconds East a distance of 56.36 feet;
 - thence South 44 degrees 20 minutes 16 seconds East a distance of 56.31 feet;
 - thence South 45 degrees 46 minutes 35 seconds East a distance of 62.59 feet;
 - thence South 45 degrees 34 minutes 52 seconds East a distance of 59.82 feet;
 - thence South 46 degrees 25 minutes 30 seconds East a distance of 60.58 feet;
 - thence South 47 degrees 22 minutes 49 seconds East a distance of 44.57 feet;
 - thence South 61 degrees 13 minutes 44 seconds East a distance of 24.58 feet to the southeast corner of said Desoto County, Mississippi, Board of Education tract;
 - thence along grantor's east property line South 00 degrees 53 minutes 51 seconds West a distance of 144.58 feet to the northeast corner of the above mentioned 9.11 acre tract owned by the "Hawks Crossing Investments, LLC Trust" as it was intended to be conveyed by grantors to said "Hawks Crossing Investments, LLC Trust" and subject to the scrivener's error pointed out in the **SPECIAL NOTE** below;
 - thence along the north line of said tract in a non-tangential curve to the right a distance of 1059.30 feet, having a radius of 2761.64 feet, and a chord bearing South 84 degrees 41 minutes 08 seconds West for 1052.82 feet, also having a delta angle of 21 degrees 58 minutes 38 seconds, to the northwest corner of said 9.11 acre tract and subject to the scrivener's error pointed out in the **SPECIAL NOTE** below;
 - thence South 00 degrees 17 minutes 02 seconds East a distance of 284.24 feet, more or less, to the **Point of Beginning**, containing 29.18 acres, more or less, and situated in the North Half of the Southeast Quarter of Section 31, Township 2 South, Range 6 West, Desoto County, Mississippi.

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

SPECIAL NOTE: The parcel conveyed above interprets the intent of the grantors herein who in previous deeds of conveyance to "Hawks Crossing Investments, LLC Trust" in Deed Book 577, Page 679, AND on that same day, that certain conveyance to "Boyle Hawks Crossing Partnership" in Book 577, pages 669-673, intended grantees to share a common boundary. However, the deed to "Hawks Crossing Investments, LLC Trust" created a cloud of title on a

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strip of land 40 wide by 1061.32 feet long, or 0.97 acres, more or less, overlapping onto the property conveyed to "Boyle Hawks Crossing Partnership." This in turn created a "Gap" or a strip of land 40 wide by 1061.32 feet long, or 0.97 acres, more or less, along the north line of the "Hawks Crossing Investments, LLC Trust" and the parcel described above. Since both properties were conveyed by the same owner (the grantor herein), on the same day, to two different parties, creator of this document believes the error to be found in a scrivener's error in that course found in the "Hawks Crossing Investments, LLC Trust" conveyance, Deed Book 577, Page 679, "North 0°28'39" East along the east line of said section, a distance of 1274.18 feet" should read "1314.18 feet."

By executing this document, grantor(s) affirm and agree to the above interpretation of the referenced deeds and concede title to any and all interest, if any, held in the areas of clouded title, either north or south of the "Hawks Crossing Investments, LLC Trust" property.

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The grantor herein further warrants that the above described property is no part of his/or her homestead.

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the grantors herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the grantor and the grantee, there being no oral agreements or representations of any kind.

Witness _____ signature _____ the 10th day of, NOVEMBER A.D., 2009

Hawks Crossing Investments, LLC

By: Joe Bullock
Managing Member

Grantee, Prepared by and return to:

Mississippi Department of Transportation

Right of Way Division

P. O. Box 1850

Jackson, Mississippi 39215-1850

Phone: 601-359-7512

Account No. STP-0029-02(013) 102556/201000

Grantor Address:

HAWKS CROSSING INVESTMENTS, LLC

24 BRANTON STREET

HUNTSVILLE, AL 35806

Phone: 256-830-5538

Business No. 256-651-0189

Return to:

Holloman M. Raney

PO BOX 1480

Oxford, MS 38655

(662) 236-4001

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In the case of ~~██████████~~ of a member-managed limited Liability Company:

STATE OF ~~MISSISSIPPI~~ ALABAMA

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10TH day of NOVEMBER, 2009, within my jurisdiction, the within

named JOE BOB WHITT, who
Name of Official Representative

acknowledged that (he)(she) is MANAGING MEMBER of
Title of Official Representative

_____, a _____, a _____
Name of Corporation State of Incorporation

and member of HAWKS CROSSING INVESTMENTS LLC, a MISSISSIPPI,
Name of Member-Managed Limited Liability Company State of Incorporation

member-managed limited liability company, and that for and on behalf ~~██████████~~
of said limited liability company, and as the act and deed ~~██████████~~ as member of said limited
liability company, and as the act and deed of said limited liability company, (he)(she) executed the
above and foregoing instrument, after first having been duly authorized by said ~~██████████~~
limited liability company so to do.



[Signature] (NOTARY PUBLIC)

My commission expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: MARCH 10, 2010
BONDED THROUGH STATE FARM FIRE & CASUALTY

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