

SS
of

ROW640A

Boyle Hawks Crossing Partnership

057-0-00-Q
102556/201000

Do not record above this line.

QUITCLAIM DEED

THE STATE OF MISSISSIPPI

County of Desoto

For and in consideration of ONE HUNDRED AND -----

-----NO /100 Dollars

(\$ 100.00) the receipt and sufficiency of which is hereby acknowledged,

I/or we, the undersigned, hereby grant, bargain, sell, convey and quitclaim and release unto the Mississippi Transportation Commission the following described land:

Grantors are conveying their "Right of First Refusal," found in that certain "Memorandum of Right of First Refusal" found in Book 124, Pages 124-130 of the records of the Chancery Clerk of Desoto County in the following parcel, said Parcel to be conveyed to the Mississippi Transportation Commission, now owned by Hawks Crossing Investments, LLC.

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

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

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degrees 49 minutes 12 seconds West for 1055.79 feet, also having a delta angle of 20 degrees 16 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;

- thence 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 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 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 grantors west property line;
- thence along the grantors 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, its intersection with the north right of way 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 west bound on-ramp at its centerline at station 77+00, said point having a value of N:1952588.05, E:2435676.65 on the above referenced coordinate system;
- 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

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- 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 grantors 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 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

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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 their signature S the 10th day of, May A.D., 2010

BOYLE HAWKS CROSSING PARTNERSHIP

By: Boyle Investment Company, General Partner

By: The E.L. Boyle 1924 Trust Agreement dated March 31, 1924, General Partner

By: [Signature]

By: Boyle Trust & Investment Company, Trustee

Its: Senior Vice President

By: [Signature]
Its: President

Grantee, Prepared by ~~submittant~~:

Miss. 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:

Boyle Hawks Crossing Partnership
5900 Poplar Avenue
Memphis, TN 38119
Phone: (901) 767-0100
Business No. (901) 767-0100

Return to:
Hollaman M. Raney
P.O. Box 1480
Oxford, MS 38655
(662) 236-4001

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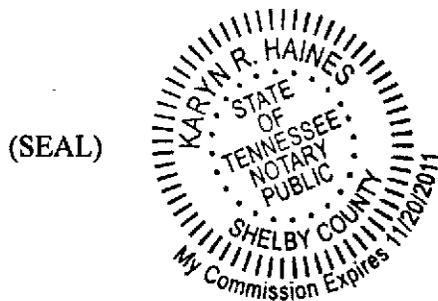
In the case of persons acting in representative capacities:

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of May, 2010, within my jurisdiction, the within named Cary Whitehead, who acknowledges that he is Senior Vice President of Boyle Investment Company, General Partner of Boyle Hawks Crossing Partnership and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Karyn R. Haine (NOTARY PUBLIC)



My commission expires: 11/20/2011

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In the case of persons acting in representative capacities:

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of May, 2010, within my jurisdiction, the within named GARY B. DOUGLAS, who acknowledges that he is President of E. L. Boyle 1924 Trust, General Partner of Boyle Hawks Crossing Partnership and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

Karyn R. Haines (NOTARY PUBLIC)

(SEAL)



My commission expires: 11/20/2011