the matter carried unanimously and said amendment was and is hereby approved and the Board President was and is hereby authorized.

SO ORDERED this the 5<sup>th</sup> day of July, 2017.

# In re: Approval to Acquire Appraisal Stribling Road/Catlett Road Project

At the request and recommendation of County Engineer/Road Manager Dan Gaillet, Mr. Steen did offer and Ms. Jones did second a motion to authorize Mr. Gaillet to acquire an appraisal for the acquisition of certain property for the right turn lane at Stribling Road/Catlett Road intersection. The vote on the matter being as follows:

Supervisor Sheila Jones	Aye
Supervisor Trey Baxter	Aye
Supervisor Gerald Steen	Aye
Supervisor David E. Bishop	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and Mr. Gaillet was and is hereby authorized.

SO ORDERED this the 5<sup>th</sup> day of July, 2017.

## In re: Approval of Right of Way Acquisition Distribution Drive

At the request and recommendation of County Engineer/Road Manager Dan Gaillet, Mr. Griffin did offer and Mr. Steen did second a motion to authorize Mr. Gaillet to acquire right of way for three parcels of property to build a cul-de-sac at the end of Distribution Drive for traffic turnaround and direct same be added to the County's Road Registry. The vote on the matter being as follows:

Supervisor Sheila Jones	Aye
Supervisor Trey Baxter	Aye
Supervisor Gerald Steen	Aye
Supervisor David E. Bishop	Aye
Supervisor Paul Griffin	Aye

the matter carried unanimously and Mr. Gaillet was and is hereby authorized.

SO ORDERED this the 5<sup>th</sup> day of July, 2017.

# In re: Authorization to Restrict Truck Traffic Dave Brown Road

At the request and recommendation of County Engineer/Road Manager Dan Gaillet, Ms. Jones did offer and Mr. Steen did second a motion to authorize Mr. Gaillet to post signage limiting truck traffic on Dave Brown Road. The vote on the matter being as follows:

Supervisor Sheila Jones	Aye
Supervisor Trey Baxter	Aye
Supervisor Gerald Steen	Aye
Supervisor David E. Bishop	Aye
Supervisor Paul Griffin	Aye

President's Ir	nitials:
Date S	Signed:
For Searching Reference Only: P.	Page 8 of 16 (7/5/17)

## Waiver of Rights to Appraisal and Just Compensation

## Madison County Proposed Cul-de-sac Construction Project

## Distribution Drive, Madison County, Mississippi

We the undersigned property owners do hereby acknowledge that we have been made aware of our rights to an appraisal and just compensation and in further consideration of the benefits accrued to our property from the above referenced project we do hereby waive our rights to said appraisal and just compensation.

IN WITNESS WHEREOF, we have hereunto set our hands and seal on this the	15th day of
Tue, 2017.	day or
Sall Jest Descharge	
Sean Dodds, Property Owner	
Amanda Dodds, Property Owner	

### ACKNOWLEDGEMENT

STATE OF MISSISSIPPI
COUNTY OF MEDISON
I, Scort Gouten, a Notary Public, in and for said County in said State, hereby certify that <b>Sean Dodds</b> , whose name <u>is</u> , signed to the foregoing waiver, and who <u>is</u> known to me, acknowledged before me on this day that, being informed of the contents of this waiver, <u>he</u> executed the same voluntarily on the day of the same bears date.
Given under my hand and official seal this \ day of \ \int\ullet  2017.
My Commission Expires:  Or NOTARY PUBLIC  NOTARY PUBLIC  Commission Expires  Commission Expires  Or NOTARY PUBLIC  OR NO
ACKNOWLEDGEMENT
COUNTY OF Windsan
I, Road (hutton), a Notary Public, in and for said County in said State, hereby certify that <b>Amanda Dodds</b> , whose name <u>is</u> , signed to the foregoing waiver, and who <u>is</u> known to me, acknowledged before me on this day that, being informed of the contents of this waiver, <u>she</u> executed the same voluntarily on the day of the same bears date.
Given under my hand and official seal this day of, 2017.
Den Bankan Bernand
NOTARY PUBLIC COMMISSION EXPINATION AND THE PUBL
My Commission Expires:  NOTARY PUBLIC COMMISSION COUNTY  NOTARY PUBLIC COUNTY  NOTARY PU
My Commission Expires:  NOTARY PUBLIC Commission Column Co

## Waiver of Rights to Appraisal and Just Compensation

## Madison County Proposed Cul-De-Sac Construction Project

## Distribution Drive, Madison County, Mississippi

The undersigned property owner does hereby acknowledge that they have been made aware of their rights to an appraisal and just compensation and in further consideration of the benefits accrued to our property from the above referenced project does hereby waive their rights to said appraisal and said just compensation.

IN WITNESS WHEREOF, I have hereunto set our hand and sear on this the
ACKNOWLEDGEMENT
STATE OF MISSISSIPPI . COUNTY OF
I, Mehow William, a Notary Public, in and for said County in said State, hereby certify that Charles Gowdy, whose name is, signed to the foregoing waiver, and who is known to me, acknowledged before me on this day that, being informed of the contents of this waiver, he executed the same voluntarily on the day of the same bears date.
Given under my hand and official seal this /4 day of Appel , 2017.
My Commission Expires:  Sept. 14, 2017

## Waiver of Rights to Appraisal and Just Compensation

## Ongoing Madison County Proposed Cul-De-Sac Construction Project

## Distribution Drive, Madison County, Mississippi

The undersigned property owner does hereby acknowledge that I have been made aware of our rights to an appraisal and just compensation and in further consideration of the benefits accrued to our property from the above referenced project I do hereby waive our rights to said appraisal and just compensation.

IN WITNESS WHEREOF, I have hereunto set our hand and seal on this the 20th day of, 2017.
Keith Sander
Keith Sanders, Property Owner
ACKNOWLEDGEMENT
STATE OF MISSISSIPPI COUNTY OF Pike
I, Veri Gatun, a Notary Public, in and for said County in said State, hereby certify that <b>Keith Sanders</b> , whose name <u>is</u> , signed to the foregoing conveyance, and who <u>is</u> known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, <u>he</u> executed the same voluntarily on the day of the same bears date.
Given under my trait and official seal this 2015 day of March, 2017.
My Commission Expires: State of NOTARY PUBLIC

<u>INDEXING INSTRUCTIONS</u>: SE1/4 of NE1/4, Section 29, Township 8 North, Range 2 East, Madison, County, Mississippi.

#### WARRANTY DEED

STATE OF MISSISSIPPI COUNTY OF MADISON

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **GRANTORS**:

Sean Dodds and Amanda Dodds

297 Goodloe Road Canton, MS 39046 601.954.7326/601.331.5213

do hereby bargain, sell, grant, convey, and warrant unto GRANTEE:

Madison County, Mississippi A Body Politic 125 West North Street Canton, MS 39046 601.855.5500

the following described land and property located in Madison County, Mississippi, and more particularly described as follows:

<u>Complete Legal Description is attached hereto as Exhibit A and Plat attached hereto as Exhibit B.</u>

The foregoing warranty is made subject to the following exceptions:

- 1) The Zoning Ordinances, Subdivision Regulations, Building Codes and land use regulations of Madison County, Mississippi;
- 2) Any right or interest in oil, gas, or other minerals in, on, or under the above described property reserved or conveyed by prior owners; and
- 3) All protective covenants, building restrictions, rights-of-way, easements, and servitudes recorded in the land records of Madison County, Mississippi.

The Grantors do hereby acknowledge the Grantee is obtaining the property described herein in order to establish a dedicated right of way for Distribution Drive and the Grantors hereby vacate, abandon, discontinue, disclaim and renounce, waive and release, any and all rights or benefits to the following described easement to wit:

1) Perpetual right-of-way and easement for the purpose of ingress and egress recorded in Deed Book 515, page 125, of the public records of Madison County, Mississippi;

The Grantors acknowledge that future ingress and egress to their remaining property will be through and across the newly created right of way of Distribution Drive.

The Grantors acknowledge the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and Section 43-37-1 et seq.; and Sections 43-39-1, et seq., of the Mississippi Code Annotated (1972) and acknowledge that Grantors are aware of their rights under said Act and laws, including, but not limited to:

- A. Notification of the Grantee's desire to obtain the property and receipt of a copy of the above named Act; and
- B. The opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- C. An opportunity to have the value of the property determined by a Court of competent jurisdiction and to be compensated therefore.

The Grantors do hereby waive all additional rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law", plus any rights and privileges under the "Relocation Assistance Law" and Section 43-37-1 et seq., and Sections 43-39-1 et seq., of the Mississippi Code Annotated (1972), and Grantors further acknowledge that the Grantee has complied with any and all laws and procedures set forth above. Grantors further acknowledge that they have received just compensation for the real property herein described.

WITNESS MY SIGNATURE, THIS THE 15 DAY OF TUNE, 2017
Sean Dodds
Amanda Dodds

## STATE OF MISSISSIPPI COUNTY OF MADISON

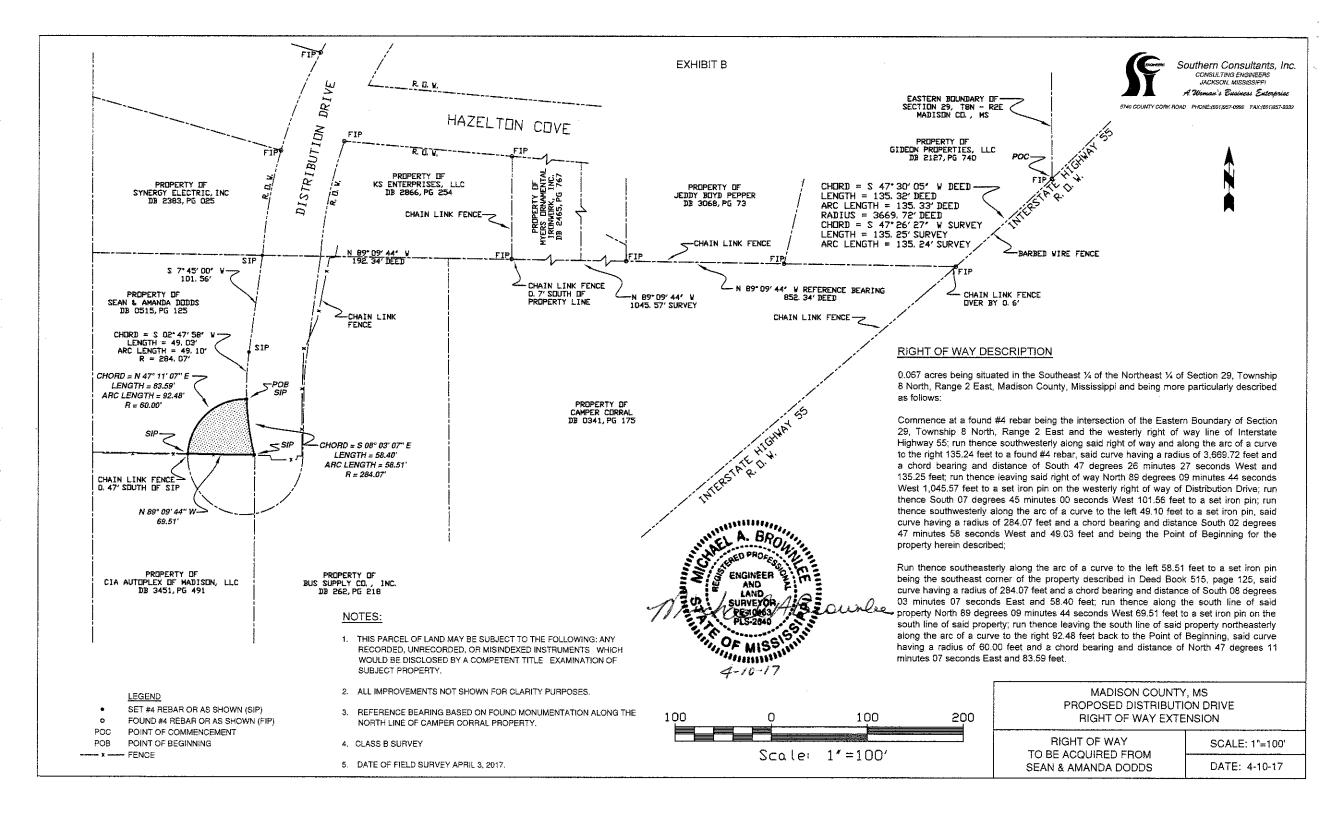
PERSONALLY appeared before me, the undersigned authority in and for the said jurisdiction, on this the
WITNESS MY HAND AND OFFICIAL SEAL on this fine solo day of June
My Commission Expires:
STATE OF MISSISSIPPI COUNTY OF MADISCAL
PERSONALLY appeared before me, the undersigned authority in and for the said jurisdiction, on this the
WITNESS MY HAND AND OFFICIAL SEAL on this, the MISS Stay of JUNE 2017.  DAMING GATON  NOTARY PUBLIC Commission Sept. 9, 2019
My Commission Expires:

#### EXHIBIT A

#### COMPLETE LEGAL DESCRIPTION

0.067 acres being situated in the Southeast ¼ of the Northeast ¼ of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commence at a found #4 rebar being the intersection of the Eastern Boundary of Section 29, Township 8 North, Range 2 East and the westerly right of way line of Interstate Highway 55; run thence southwesterly along said right of way and along the arc of a curve to the right 135.24 feet to a found #4 rebar, said curve having a radius of 3,669.72 feet and a chord bearing and distance of South 47 degrees 26 minutes 27 seconds West and 135.25 feet; run thence leaving said right of way North 89 degrees 09 minutes 44 seconds West 1,045.57 feet to a set iron pin on the westerly right of way of Distribution Drive; run thence South 07 degrees 45 minutes 00 seconds West 101.56 feet to a set iron pin; run thence southwesterly along the arc of a curve to the left 49.10 feet to a set iron pin, said curve having a radius of 284.07 feet and a chord bearing and distance South 02 degrees 47 minutes 58 seconds West and 49.03 feet and being the Point of Beginning for the property herein described; run thence southeasterly along the arc of a curve to the left 58.51 feet to a set iron pin being the southeast corner of the property described in Deed Book 515, page 125, said curve having a radius of 284.07 feet and a chord bearing and distance of South 08 degrees 03 minutes 07 seconds East and 58.40 feet; run thence along the south line of said property North 89 degrees 09 minutes 44 seconds West 69.51 feet to a set iron pin on the south line of said property; run thence leaving the south line of said property northeasterly along the arc of a curve to the right 92.48 feet back to the Point of Beginning, said curve having a radius of 60.00 feet and a chord bearing and distance of North 47 degrees 11 minutes 07 seconds East and 83.59 feet.



<u>INDEXING INSTRUCTIONS</u>: SE1/4 of NE1/4, Section 29, Township 8 North, Range 2 East, Madison, County, Mississippi.

#### WARRANTY DEED

STATE OF MISSISSIPPI COUNTY OF MADISON

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR:

**Bus Supply Company, Inc.**, a Mississippi Corporation 381 Distribution Drive Madison, MS 39110 601.954.7326

do hereby bargain, sell, grant, convey, and warrant unto GRANTEE:

Madison County, Mississippi A Body Politic 125 West North Street Canton, MS 39046 601.855.5500

the following described land and property located in Madison County, Mississippi, and more particularly described as follows:

Complete Legal Description is attached hereto as Exhibit A and Plat attached hereto as Exhibit B.

The foregoing warranty is made subject to the following exceptions:

- 1) The Zoning Ordinances, Subdivision Regulations, Building Codes and land use regulations of Madison County, Mississippi;
- 2) Any right or interest in oil, gas, or other minerals in, on, or under the above described property reserved or conveyed by prior owners; and
- 3) All protective covenants, building restrictions, rights-of-way, easements, and servitudes recorded in the land records of Madison County, Mississippi.

The Grantors acknowledge the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and Section 43-37-1 et seq.; and Sections 43-39-1, et seq., of the Mississippi Code Annotated (1972) and acknowledge that Grantors are aware of their rights under said Act and laws, including, but not limited to:

- A. Notification of the Grantee's desire to obtain the property and receipt of a copy of the above named Act; and
- B. The opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- C. An opportunity to have the value of the property determined by a Court of competent jurisdiction and to be compensated therefore.

The Grantors do hereby waive all additional rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law", plus any rights and privileges under the "Relocation Assistance Law" and Section 43-37-1 et seq., and Sections 43-39-1 et seq., of the Mississippi Code Annotated (1972), and Grantors further acknowledge that the Grantee has complied with any and all laws and procedures set forth above. Grantors further acknowledge that they have received just compensation for the real property herein described.

WITNESS MY SIGNATURE, THIS THE <u>ID</u> DAY OF <u>Mach</u>, 2017.

Keith Sanders

STATE OF MISSISSIPPI
COUNTY OF PILE
PERSONALLY appeared before me, the undersigned authority in and for the said
PERSONALLY appeared before the, the undersigned dumonty in and for the said
jurisdiction, on this the 20th day of Waven, 2017, the within named Keith Sanders,
who having been duly sworn by me acknowledge that he signed, delivered and executed the above
and foregoing instrument on the day and year therein mentioned for the purposes therein stated as his
own free act and deed.
· · · · · · · · · · · · · · · · · · ·
WITNESS MY HAND AND OFFICIAL SEAL on this, the 20th day of Waren,
2017
Ceni Code
wit of o significant the color
NOTARY PUBLIC
Mr. Commission Evnisor
My Commission Expires.

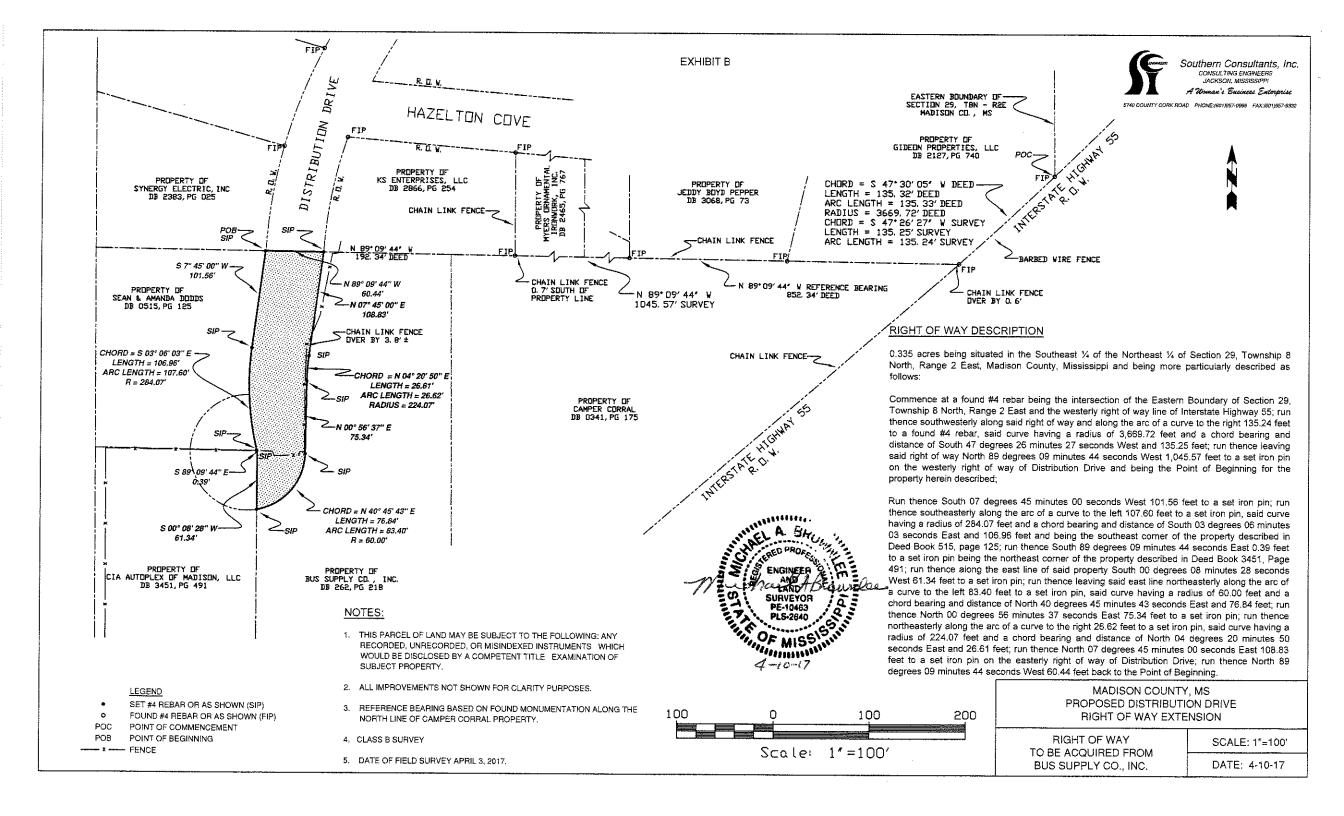
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#### **EXHIBIT A**

#### COMPLETE LEGAL DESCRIPTION

0.335 acres being situated in the Southeast ¼ of the Northeast ¼ of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commence at a found #4 rebar being the intersection of the Eastern Boundary of Section 29, Township 8 North, Range 2 East and the westerly right of way line of Interstate Highway 55; run thence southwesterly along said right of way and along the arc of a curve to the right 135.24 feet to a found #4 rebar, said curve having a radius of 3,669.72 feet and a chord bearing and distance of South 47 degrees 26 minutes 27 seconds West and 135.25 feet; run thence leaving said right of way North 89 degrees 09 minutes 44 seconds West 1,045.57 feet to a set iron pin on the westerly right of way of Distribution Drive and being the Point of Beginning for the property herein described; run thence South 07 degrees 45 minutes 00 seconds West 101.56 feet to a set iron pin; run thence southeasterly along the arc of a curve to the left 107.60 feet to a set iron pin, said curve having a radius of 284.07 feet and a chord bearing and distance of South 03 degrees 06 minutes 03 seconds East and 106.96 feet and being the southeast corner of the property described in Deed Book 515, page 125; run thence South 89 degrees 09 minutes 44 seconds East 0.39 feet to a set iron pin being the northeast corner of the property described in Deed Book 3451, page 491; run thence along the east line of said property South 00 degrees 08 minutes 28 seconds West 61.34 feet to a set iron pin; run thence leaving said east line northeasterly along the arc of a curve to the left 83.40 feet to a set iron pin, said curve having a radius of 60.00 feet and a chord bearing and distance of North 40 degrees 45 minutes 43 seconds East and 76.84 feet; run thence North 00 degrees 56 minutes 37 seconds East 75.34 feet to a set iron pin; run thence northeasterly along the arc of a curve to the right 26.62 feet to a set iron pin. said curve having a radius of 224.07 feet and a chord bearing and distance of North 04 degrees 20 minutes 50 seconds East and 26.61 feet; run thence North 07 degrees 45 minutes 00 seconds East 108.83 feet to a set iron pin on the easterly right of way of Distribution Drive; run thence North 89 degrees 09 minutes 44 seconds West 60.44 feet back to the Point of Beginning.



<u>INDEXING INSTRUCTIONS</u>: SE1/4 of NE1/4, Section 29, Township 8 North, Range 2 East, Madison, County, Mississippi.

#### WARRANTY DEED

STATE OF MISSISSIPPI COUNTY OF MADISON

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR:

CIA Autoplex of Madison, LLC P.O. Box 2561 Madison, MS 39130 601.825.9051

do hereby bargain, sell, grant, convey, and warrant unto GRANTEE:

Madison County, Mississippi A Body Politic 125 West North Street Canton, MS 39046 601.855.5500

the following described land and property located in Madison County, Mississippi, and more particularly described as follows:

Complete Legal Description is attached hereto as Exhibit A and Plat attached hereto as Exhibit B.

The foregoing warranty is made subject to the following exceptions:

- 1) The Zoning Ordinances, Subdivision Regulations, Building Codes and land use regulations of Madison County, Mississippi;
- 2) Any right or interest in oil, gas, or other minerals in, on, or under the above described property reserved or conveyed by prior owners; and
- 3) All protective covenants, building restrictions, rights-of-way, easements, and servitudes recorded in the land records of Madison County, Mississippi.

The Grantor does hereby acknowledge the Grantee is obtaining the property described herein in order to establish a dedicated right of way for Distribution Drive and the Grantor hereby vacates, abandons, discontinues, disclaims and renounces, waives and releases, any and all rights or benefits to the following described easement to wit:

1) 60 foot Access and Utility easement recorded in Deed Book 3451, page 491, of the public records of Madison County, Mississippi;

The Grantor acknowledges that future ingress and egress to their remaining property will be through and across the newly created right of way of Distribution Drive.

The Grantor acknowledges the existence of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, and Section 43-37-1 et seq.; and Sections 43-39-1, et seq., of the Mississippi Code Annotated (1972) and acknowledges that Grantor is aware of its rights under said Act and laws, including, but not limited to:

- A. Notification of the Grantee's desire to obtain the property and receipt of a copy of the above named Act; and
- B. The opportunity to receive an appraisal and to accompany the appraiser during the initial inspection; and
- C. An opportunity to have the value of the property determined by a Court of competent jurisdiction and to be compensated therefore.

The Grantor does hereby waive all additional rights and privileges pursuant to Public Law 91-646, and under the "Real Property Acquisition Policies Law", plus any rights and privileges under the "Relocation Assistance Law" and Section 43-37-1 et seq., and Sections 43-39-1 et seq., of the Mississippi Code Annotated (1972), and Grantor further acknowledges that the Grantee has complied with any and all laws and procedures set forth above. Grantor further acknowledges that they have received just compensation for the real property herein described.

they have received just compensation for the real property herein described.
WITNESS MY SIGNATURE, THIS THE // DAY OFApril, 2017.
OF MISS OTARY PUSS ID # 106700  MICHAEL WILLRIDGE  Commission Expires Sept. 16, 2017  SON COUNTY  Charles Gowdy
STATE OF MISSISSIPPI . COUNTY OF RAULIN
PERSONALLY appeared before me, the undersigned authority in and for the said jurisdiction, on this the
WITNESS MY HAND AND OFFICIAL SEAL on this, the 14 day of 1011.
Michael Welly NOTARY PUBLIC
My Commission Expires:  Stol. 16, 2017

#### EXHIBIT A

#### **COMPLETE LEGAL DESCRIPTION**

0.083 acres being situated in the Southeast ¼ of the Northeast ¼ of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being more particularly described as follows:

Commence at a found #4 rebar being the intersection of the Eastern Boundary of Section 29. Township 8 North, Range 2 East and the westerly right of way line of Interstate Highway 55; run thence southwesterly along said right of way and along the arc of a curve to the right 135.24 feet to a found #4 rebar, said curve having a radius of 3,669.72 feet and a chord bearing and distance of South 47 degrees 26 minutes 27 seconds West and 135.25 feet; run thence leaving said right of way North 89 degrees 09 minutes 44 seconds West 1,045.57 feet to a set iron pin on the westerly right of way of Distribution Drive; run thence South 07 degrees 45 minutes 00 seconds West 101.56 feet to a set iron pin; run thence southeasterly along the arc of a curve to the left 107.60 feet to a set iron pin, said curve having a radius of 284.07 feet and a chord bearing and distance of South 03 degrees 06 minutes 03 seconds East and 106.96 feet to the north line of the property described in Deed Book 3451, Page 491 and being the Point of Beginning for the property herein described; run thence along the north line of said property North 89 degrees 09 minutes 44 seconds West 69.51 feet to a set iron pin on the north line of said property; run thence leaving said north line southeasterly along the arc of a curve to the left 107.29 feet to a set iron pin on the east line of said property, said curve having a radius of 60.00 feet and a chord bearing and distance of South 48 degrees 11 minutes 40 seconds East and 93.55 feet; run thence along the east line of said property North 00 degrees 08 minutes 28 seconds East 61.34 feet to a set iron pin being the northeast corner of the property described in Deed Book 3451, Page 491; run thence along the north line of said property North 89 degrees 09 minutes 44 seconds West 0.39 feet back to the Point of Beginning.

