


Department of Engineering/Road Management
Dan Gaillet, P.E., County Engineer/ Road Manager

3137 South Liberty Street, Canton, MS 39046
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MEMORANDUM

December 11, 2017

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
David Bishop, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Dan Gaillet, P.E. 
County Engineer and Road Manager

Re: Temporary Construction Easement
Highway 51/Green Oak Lane

As part of the traffic signal project at the intersection of Highway 51/Green Oak Lane, the Mississippi Department of Transportation (MDOT) is requiring that the County relocate an existing driveway to tie into the proposed intersection.

Therefore, it is the recommendation of the Engineering Department that the temporary construction easement be approved in order that MDOT may issue a permit for traffic the signal construction.

November 27, 2017
2017-55-SCS-T
Parcel 82H-33-14

TEMPORARY CONSTRUCTION EASEMENT

INDEXING INSTRUCTIONS: Lot 2, Lansdowne Estates, PB A PG 104 A, Madison County, Mississippi

BEGINNING at a point on the existing present west right of way line of US Highway 51, said point is located on the east line of Lot 2, Lansdowne Estates, and is located 50.00 feet left of measured perpendicular to the existing centerline of said highway at station 376+00.00;

Thence, along the boundary of this proposed temporary easement for the following courses:

Westerly and perpendicular to the existing centerline of US Highway 51 for 80.00 feet to a point which is located 130.00 feet left of measured perpendicular to the existing centerline of said highway at station 376+00.00;

Northerly and parallel to the existing centerline of US Highway 51 for 70.00 feet to a point which is located 130.00 feet left of measured perpendicular to the existing centerline of said highway at station 376+70.00;

Easterly and perpendicular to the existing centerline of US Highway 51 for 80.00 feet to a point which is located 50.00 feet left of measured perpendicular to the existing centerline of said highway at station 376+70.00, said point is located on the present west right of way line of US Highway 51;

Southerly, along the west right of way line of US Highway 51 for 70.00 feet back to **the POINT OF BEGINNING**, containing 5600 sq. ft, more or less, and being situated in Lot 2, Lansdowne Estates, PB A PG 104A, Section 33, Township 8 North, Range 2 East, Madison County, Mississippi.

ROW 761 A (Revised 7/2009)

Grantee, prepared by and return to:

Mississippi Transportation Commission c/o

Mississippi Department of Transportation

Right of Way Division (Title Section)

P. O. Box 1850

Jackson, Mississippi 39215-1850

Phone: 601-359-7512

Grantor Address:

Phone:

Business No.

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

Initial _____, _____, _____

NAME
PROJECT NUMBER
PARCEL NUMBER

THE STATE OF MISSISSIPPI

County of _____

For and in consideration of _____/100 Dollars
(\$ _____) the receipt and sufficiency of which is hereby
acknowledged, I/we, the undersigned hereby grant, sell, convey and warrant unto the
Mississippi Transportation Commission for public improvements, grading, sodding, and
other construction purposes on Project No. _____, a temporary easement
through, over, on and across the following described land:

It is understood and agreed, and it is the intention of the parties hereto, that the
grantee shall have the right to use, occupy, improve, grade, sod, ditch, drain and otherwise
use for construction purposes the above described land only so long as is necessary to
complete the construction of said Project No. _____ in accordance with the
plans and specifications for said project, said plans and specifications however, being
subject to change by the Federal Highway Administration. Upon the completion of the said
work of construction the said temporary easement shall terminate and all right, title and
interest in and to the above described land shall revert to the grantors herein, their heirs,
assigns, legal representatives or grantees.

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

Initial _____, _____, _____

NAME
PROJECT NUMBER
PARCEL NUMBER

It is further understood and agreed that the consideration herein named is in full payment and settlement of any and all 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 (my) (our) signature this the ____ day of _____ A.D., 20 ____

Signature/Date: _____
Print Name:

Signature/Date: _____
Print Name:

Signature/Date: _____
Print Name:

Signature/Date: _____
Print Name:

Signature/Date: _____
Print Name:

Signature/Date: _____
Print Name:

Signature/Date: _____
Print Name:

Signature/Date: _____
Print Name:

Initial _____, _____, _____

NAME
PROJECT NUMBER
PARCEL NUMBER