

Miss. Code Ann. § 19-7-3

Current with 2020 Regular Session legislation signed by the Governor and effective upon passage through August 13, 2020, not including changes and corrections made by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation. The final official version of the statutes affected by 2020 legislation will appear on Lexis Advance in the fall of 2020.

Mississippi Code 1972 Annotated > Title 19. Counties and County Officers (Chs. 1 — 31) > Chapter 7. Property and Facilities (§§ 19-7-1 — 19-7-41)

§ 19-7-3. Disposal of real estate.

(1) In case any of the real estate belonging to the county shall cease to be used for county purposes, the board of supervisors may sell, convey or lease the same on such terms as the board may elect and may, in addition, exchange the same for real estate belonging to any other political subdivision located within the county. In case of a sale on a credit, the county shall have a lien on the same for the purchase money, as against all persons, until paid and may enforce the lien as in such cases provided by law. The deed of conveyance in such cases shall be executed in the name of the county by the president of the board of supervisors, pursuant to an order of the board entered on its minutes.

(2)

(a) Before any lease, deed or conveyance is executed, the board shall publish at least once each week for three (3) consecutive weeks, in a public newspaper of the county in which the land is located, or if no newspaper be published in said county then in a newspaper having general circulation therein, the intention to lease or sell, as the case may be, the county-owned land and to accept sealed competitive bids for the leasing or sale. The board shall thereafter accept bids for the lease or sale and shall award the lease to the highest bidder in the manner provided by law.

(b) The board of supervisors of any county may contract for the professional services of a Mississippi-licensed real estate broker to assist in the marketing and sale or lease of the property for a reasonable commission, consistent with or lower than the market rate, for services rendered to be paid from the sale or lease proceeds.

(3) Whenever the board of supervisors shall find and determine, by resolution duly and lawfully adopted and spread upon its minutes (a) that any county-owned property is no longer needed for county or related purposes and is not to be used in the operation of the county, (b) that the sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the county, and (c) that the use of the county property for the purpose for which it is to be sold, conveyed or leased will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic or industrial welfare thereof, the board of supervisors of such county shall be authorized and empowered, in its discretion, to sell, convey, lease, or otherwise dispose of same for any of the purposes set forth herein.

(4)

(a) In addition to such authority as is otherwise granted under this section, the board of supervisors, in its discretion, may sell, lease, or otherwise convey property to any person or legal entity without public notice, without having to advertise for and accept competitive bids and without appraisal, with or without consideration, and on such terms and conditions as the parties may agree if the board of supervisors finds and determines, by resolution duly and lawfully adopted and spread upon its official minutes:

Miss. Code Ann. § 19-7-3

(i) That the subject property is real property acquired by the county:

1. By reason of a tax sale;
2. Because the property was abandoned or blighted; or
3. In a proceeding to satisfy a county lien against the property;

(ii) That the subject property is blighted and is located in a blighted area;

(iii) That the subject property is not needed for governmental or related purposes and is not to be used in the operation of the county;

(iv) That the sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the county; and

(v) That the use of the property for the purpose for which it is to be conveyed will promote and foster the development and improvement of the community in which it is located or the civic, social, educational, cultural, moral, economic or industrial welfare thereof; the purpose for which the property is conveyed shall be stated.

(b) All costs associated with a conveyance under this subsection shall be paid by the person or entity to whom the conveyance is made.

(c) Any deed or instrument of conveyance executed pursuant to the authority granted under this subsection shall contain a clause of reverter providing that title to the property will revert to the county if the person or entity to whom the property is conveyed does not fulfill the purpose for which the property was conveyed and satisfy all conditions imposed on the conveyance within two (2) years of the date of the conveyance.

(d) In any such deed or instrument of conveyance, the county shall retain all mineral rights that it owns, together with the right of ingress and egress to remove same.

(5) Nothing contained in this section shall be construed to prohibit, restrict or to prescribe conditions with regard to the authority granted under [Section 17-25-3](#) or [Section 57-75-37](#).

History

Codes, 1892, § 304; § 1906, § 323; Hemingway's 1917, § 3696; 1930, § 216; 1942, § 2892; Laws, 1976, ch. 484; Laws, 2003, ch. 483, § [2](#); Laws, 2004, ch. 400, § [1](#); Laws, 2005, ch. 315, § [9](#); Laws, 2007, ch. 579, § [1](#), eff from and after July 1, 2007.

Annotations

Joint Legislative Committee Note —

Pursuant to [Section 1-1-109](#), the Joint Legislative Committee on Compilation, Revision, and Publication corrected a typographical error in the final sentence of this section. The words "industrial welfare thereof. The board" were changed to "industrial welfare thereof, the board". The Joint Committee ratified the correction at the May 8, 1997 meeting of the Committee.

Amendment Notes —

The 2003 amendment added the last paragraph.

Miss. Code Ann. § 19-7-3

The 2004 amendment designated the formerly undesignated first paragraph as (1); rewrote the formerly undesignated second paragraph as (2)(a) and (3); inserted (2)(b); designated the formerly undesignated last paragraph as (4); and made minor stylistic changes.

The 2005 amendment added “or Section 57-75-37” at the end of (4).

The 2007 amendment added (4) and redesignated former (4) as present (5).

Cross References —

Authority of board of supervisors to contract with real estate brokers for the purpose of selling county-owned land, see § [19-3-41](#).

Disposition of surplus airport land, see § [57-7-1](#).

Execution of quit claim deeds by boards of supervisors where question arises in relation to conveyance of title, see § [89-1-25](#).

JUDICIAL DECISIONS**1. In general.****2. Contracts.****1. In general.**

Land which was never used for county purposes until purchased by county for purpose of immediate conveyance to the state for a state park, and which, after such conveyance to the state, was used by the county as contemplated in its purchase, did not “cease” to be used for county purposes within the meaning of this section, and consequently board of supervisors did not have express authority to convey to private party the oil and other minerals in part of such land, even though in the conveyance to the state the county had reserved to itself all the oil and other mineral rights in such lands. *Pike County v. Bilbo*, 198 Miss. 775, 23 So. 2d 530, 23 So. 2d 672, 1945 Miss. LEXIS 246 (Miss. 1945).

Power of a county which has purchased and conveyed land to the state for a state park to reserve to itself all the minerals therein does not confer implied power upon the county to convey to private party the minerals in such land. *Pike County v. Bilbo*, 198 Miss. 775, 23 So. 2d 530, 23 So. 2d 672, 1945 Miss. LEXIS 246 (Miss. 1945).

The power conferred by this section to sell and convey real estate belonging to the county does not embrace, nor authorize the exercise of, the power to lease such property for a term of years. [American Oil Co. v. Marion County](#), 187 Miss. 148, 192 So. 296, 1939 Miss. LEXIS 111 (Miss. 1939).

A board of supervisors was not estopped to bring an action to cancel a release of a part of the courthouse grounds by the execution of the lease, or by having brought a former suit for cancellation and then dismissing it, and by permitting others to acquire a lease of a part of the courthouse land, since the board of supervisors cannot be estopped by its negligence or affirmative acts with reference to such land. [American Oil Co. v. Marion County](#), 187 Miss. 148, 192 So. 296, 1939 Miss. LEXIS 111 (Miss. 1939).

A county is not a municipal corporation proper, and before the corresponding section in Code 1892 became operative was not authorized to sell land, though the same was not applied to a public use. [Jefferson County v. Grafton](#), 74 Miss. 435, 21 So. 247, 1896 Miss. LEXIS 167 (Miss. 1896).

Miss. Code Ann. § 19-7-3

Purchasers claiming title to land under a deed from a county cannot, in a suit by the county to cancel their deed, defend on the ground that the county was at the time of its purchase without power to acquire the property. [Jefferson County v. Grafton, 74 Miss. 435, 21 So. 247, 1896 Miss. LEXIS 167 \(Miss. 1896\).](#)

2. Contracts.

A resolution of a county board of supervisors to lease a county-owned nursing home was duly and lawfully spread upon its minutes and the technical omission of spreading the lease contract on the minutes of the board did not invalidate the lease contract inasmuch as the lease contract was recorded in the land records of the chancery clerk and the parties to the contract had fulfilled the requirements of the contract for 13 years. [Community Extended Care Ctrs., Inc. v. Board of Supervisors, 756 So. 2d 798, 1999 Miss. App. LEXIS 477 \(Miss. Ct. App. 1999\).](#)

Validity of contract by county board of supervisors to convey realty requires an entry of an order on the minutes of the board. [Martin v. Newell, 198 Miss. 809, 23 So. 2d 796, 1945 Miss. LEXIS 251 \(Miss. 1945\).](#)

County board of supervisors could not give effect to an order by the board at a former term, setting out a contract to convey realty, but which was not entered on the minutes, by entering the original order nunc pro tunc. [Martin v. Newell, 198 Miss. 809, 23 So. 2d 796, 1945 Miss. LEXIS 251 \(Miss. 1945\).](#)

Where alleged contract to purchase realty from county was not entered upon the minutes of the county board of supervisors, purchaser was not entitled to confirmation of his title, cancellation of deeds conveying the realty to others as clouds on his title, or specific performance of the contracts, notwithstanding that the purchaser had immediately entered into possession. [Martin v. Newell, 198 Miss. 809, 23 So. 2d 796, 1945 Miss. LEXIS 251 \(Miss. 1945\).](#)

Person dealing with county board of supervisors has duty to see that his contract is legal. [Martin v. Newell, 198 Miss. 809, 23 So. 2d 796, 1945 Miss. LEXIS 251 \(Miss. 1945\).](#)

OPINIONS OF THE ATTORNEY GENERAL

County board of supervisors has broad discretion in setting terms of any lease of property belonging to county which has ceased to be used for county purposes; if board makes required factual findings, it may exercise discretion to lease surplus property to school, subject to certain statutory limitations, without appraisal or advertisement. Thomas, April 4, 1990, A.G. Op. #90-0228.

Any lease of real estate belonging to a county must be in exchange for good and valuable consideration, so as not to constitute a donation, unless it is to an organization expressly eligible, by statute, to receive county donations. Walters, May 20, 1992, A.G. Op. #92-0348.

Although county boards of supervisors have authority to regulate size and manner of culvert installation on county rights-of-way which connect private rights-of-way to county roads, and there is apparently no prohibition that would prevent county from adopting and implementing culvert ordinance and installation procedure, county has no authority to sell culverts to private individuals or levy culvert "permit fees". Younger, Dec. 3, 1992, A.G. Op. #92-0766.

County may, pursuant to and in accordance with [Miss. Code Section 19-7-3](#), entertain direct lease of county office space to chamber of commerce provided requirements of statute are present. Mullins, Jan. 27, 1993, A.G. Op. #93-0029.

Mississippi legislature has made specific provision by general law at [Miss. Code Section 19-7-3](#) for disposal of real estate; this section does not contemplate use of real estate agent, but mandates publication of sales of county property in local newspaper. Chaffin, May 26, 1993, A.G. Op. #93-0346.

Miss. Code Ann. § 19-7-3

Board of supervisors may furnish equipment and county labor to develop soccer fields on county property which will be available to all citizens of county where property was not surplus property no longer needed by county and therefore could not be leased pursuant to statute. Gex, June 16, 1993, A.G. Op. #93-0425.

[Section 59-7-211](#) does not contemplate sale or lease of property owned by county through port commission which has ceased to be used by both county and port commission; board of supervisors upon finding by port commission that property is not needed for port commission purposes, and at request of port commission, may authorize sale of property that has ceased to be used for any county or port commission purpose pursuant to [Section 19-7-3](#). Cox, March 23, 1994, A.G. Op. #94-0174.

A conveyance under [Section 19-7-3](#) may not be for nominal consideration but must be for good and valuable consideration. The board may exchange the county land, no longer used for county purposes, for other lands constituting good and valuable consideration. Keyes, August 31, 1995, A.G. Op. #95-0599.

If a non-profit day care center is the highest bidder, or if the board makes the necessary findings, consistent with fact, as outlined in [Section 19-7-3](#), then the board of supervisors may lease county-owned property to the day care center. Palmer, March 15, 1996, A.G. Op. #96-0118.

Under [Section 19-7-3](#), a county owned community hospital cannot convey real property, at fair market value or otherwise, to a physician as an incentive or inducement to establish a practice in the community. Genin, October 25, 1996, A.G. Op. #96-0690.

A board of supervisors may not renovate a county building at county expense and make it available to out-of-county medical specialists at no charge to those physicians. Webb, May 15, 1998, A.G. Op. #98-0246.

If county board makes the findings required by the statute and leases the building to physicians for use as a medical clinic, the lease may contain a provision whereby the physicians are responsible for renovating all or a portion of the building and all costs associated with said renovation be applied toward the lease payments, resulting in no actual lease payments being made for several months, so long as the renovations increase the value of the property to the county. Webb, May 15, 1998, A.G. Op. #98-0246.

A board of supervisors may lease property no longer needed for county purposes for the market value; so long as the lessee does not use such property for an unlawful purpose or in contravention of the terms of the lease, the lessee may use the property for any purpose. Webb, May 15, 1998, A.G. Op. #98-0246.

A board of supervisors may, upon a finding of fact consistent with this section, encompassed in an order spread upon its minutes, lease real property without consideration to an economic development district created by a board of supervisors pursuant to [Section 19-5-99](#). Webb, May 15, 1998, A.G. Op. #98-0246.

A county could lease property upon which gravel deposits were located pursuant to the statute if it was able to make the proper findings of fact, and such lease could contain provisions for royalties to be paid and minerals to be provided to the county; alternatively, the county could also hire or contract with someone to mine the gravel for its own use and sell any excess. Munn, July 31, 1998, A.G. Op. #98-0408.

[Section 65-7-121](#) did not apply to the abandonment or reconveyance of property to the successor in interest to the person who conveyed the property originally to the county for the construction of a public road; instead, the county was required to use the procedure outlined in this section to dispose of the property. Shepard, March 5, 1999, A.G. Op. #99-0092.

If the findings and determinations listed in subsections (a), (b), and (c) of this section are made and spread upon the minutes, a county may sell property without seeking competitive bids, but still must receive the fair market value thereof, as determined as a matter of fact by the board of supervisors. Mitchell, July 30, 1999, A.G. Op. #99-0378.

Miss. Code Ann. § 19-7-3

A county board of supervisors may proceed with the statutory scheme for disposing of surplus real property without obtaining an appraisal; however, the board must still determine factually that the price offered constitutes fair market value. Griffin, July 30, 1999, A.G. Op. #99-0356.

The owners of a community hospital could not convey a hospital parking lot to a nonprofit corporation as it could not be found as a matter of fact that the parking lot had ceased to be used for county purposes. Galloway, March 17, 2000, A.G. Op. #2000-0114.

A county board of supervisors, upon making a finding consistent with fact of the requisite elements of the statute, and encompassing such finding in an order spread upon its minutes, may convey a tract without advertising for competitive bids and must, as a part of such findings, make a factual determination of the fair market value of the tract and of the value and sufficiency of the consideration to be received therefor. Yancey, May 12, 2000, A.G. Op. #2000-0260.

A county had the authority to sell or lease undeveloped land owned by the board of supervisors, but part of a hospital campus, to a city for the purpose of constructing a water well, assuming that the requisite findings were made, based on the fact that the property was not currently used for hospital purposes. Williamson, Oct. 20, 2000, A.G. Op. #2000-0615.

The statute sets forth the process for counties to follow in disposing of real property and contains identical language to that of the statute applicable to municipalities, except that the statute applicable to municipalities contains an additional provision requiring cities to either advertise for competitive bids on the purchase price or to sell the property after acquiring three appraisals. Wolfe, Feb. 2, 2001, A.G. Op. #2001-0018.

A county board of supervisors can lease vacant space in a county fire department building to a nonprofit food bank/thrift store after having first complied with the statutory mandate. Chamberlin, Feb. 21, 2002, A.G. Op. #02-0065.

Assuming that the dedication of property to the county has no reversionary clauses or other limiting language, the county may dispose of the property in the same manner as it would other county-owned property. Chamberlin, May 23, 2002, A.G. Op. #02-0215.

There is no authority for a county to lease surplus property to a nonprofit organization for nominal rent or no rent pursuant to [Section 19-7-3](#). Jewell, May 9, 2003, A.G. Op. #03-0206.

A county may, pursuant to the authority provided in [Section 57-7-1](#), renew the lease on property used as an industrial development project with the current tenant on such terms and conditions and with such safeguards as will best promote and protect the public interest; alternatively, if a board of supervisors makes the findings required by this section and same are reflected by an appropriate order entered upon the minutes, then the board may renew a lease with the current tenant without advertising for bids. Dulaney, July 7, 2003, A.G. Op. 03-0281.

Since Jasper General Hospital and Nursing Home is a political subdivision of Jasper County, Mississippi, the board of supervisors can effect a sale of surplus property titled in the trustees of the hospital. Houston, July 25, 2003, A.G. Op. 03-0367.

A county may sell surplus property pursuant to this section upon a proper finding spread across the minutes of the board of supervisors. Creekmore, Dec. 5, 2003, A.G. Op. 03-0634.

Provided the findings required by Chapter 922, Local and Private Laws of 1992, are reflected by an order entered upon the minutes, the Tallahatchie County Board of Supervisors may convey a building to not for profit corporation, for good and valuable consideration. Reynolds, Sept. 3, 2004, A.G. Op. 04-0448.

A determination of what suffices for "good and valuable consideration" is within the province of the board of supervisors. However, the consideration must be such that the lease does not constitute a donation to an ineligible entity pursuant to [Miss. Const. Art. 4, § 95](#). Williams, Dec. 23, 2004, A.G. Op. 04-0491.

Miss. Code Ann. § 19-7-3

No authority can be found which would permit the governing authorities of a county to bind its successors to an extended lease pursuant to this section or [§ 29-1-15](#). Williams, Dec. 23, 2004, A.G. Op. 04-0491.

Under the provision of this section pertaining to the disposition of county-owned property which is no longer needed for county or related purposes, a board of supervisors may convey the property for good and valuable consideration without the necessity of advertising for bids, the determination of what suffices for good and valuable consideration is within the discretionary authority of the board. Norquist, May 13, 2005, A.G. Op. 05-0222.

If a board of supervisors makes a factual determination that a community hospital has ceased to use its building, and the board of trustees, if any, have dissolved and the board of supervisors is undertaking or has concluded the process of paying the debts of the hospital, then there would be no contemporaneously existent hospital and the board would not need to comply with [Section 41-13-15](#) in the event of a sale. Logan, July 10, 2006, A.G. Op. 06-0262.

A county economic development district can separate non-industrial surplus land from an industrial park and dispose of it by selling it for fair market value. Moseley, Aug. 24, 2006, A.G. Op. 06-0360.

Pursuant to [Sections 19-7-3](#) and/or 57-7-1, a county cooperative service district may sell a building to a county without necessity of advertising for bids. Sanders, Sept. 1, 2006, A.G. Op. 06-0349.

A county may lease the surplus portions of a county building to a private entity pursuant to the procedures set out in [Section 19-7-3](#). Williams, Oct. 13, 2006, A.G. Op. 06-0485.

Under Miss. Code Ann. § [61-5-39](#), the Tunica County Airport Commission, a joint venture of the Town of Tunica and Tunica County, may dispose of its unused real property by leasing or selling it to a nonprofit organization for use as a homeless shelter, with the consent of the governing authorities of both the town and the county, and using the procedures outlined in Miss. Code Ann. §§ [19-7-3](#), [21-17-1](#) or [57-7-1](#). Dulaney, March 16, 2007, A.G. Op. #07-00125, [2007 Miss. AG LEXIS 107](#).

RESEARCH REFERENCES

Am. Jur.

56 Am. Jur. 2d, Municipal Corporations, Counties, and Other Political Subdivisions §§ 485 et seq.

CJS.

20 C.J.S., Counties §§ 256-259.

Mississippi Code 1972 Annotated
Copyright © 2020 The State of Mississippi All rights reserved.

End of Document

Key Constructors, LLC

ENGINEERS – CONSTRUCTORS

Post Office Box 590 - 219 Key Drive (39110)

MADISON, MS 39130-0590

601-898-9892

Fax 601-898-9896

September 18, 2020

Via U.S. Mail & E-Mail

SHELTON VANCE, County Administrator
Madison County Board of Supervisors
P. O. Box 608
Canton, MS 39046
administrator@madison-co.com

**RE: Offer to Purchase Real Estate; 1.52 acres; Part of the NW ¼
of Section 26, T9N, R2E, Madison County, MS**

Dear Mr. Vance:

Please accept this letter as a formal offer from Key Constructors to purchase the landlocked 1.52-acre tract of land owned by Madison County (the "Property") adjacent to the 15.7-acre tract that Key developed into its operations support facility last year. For your reference, I have included with this offer a highlighted survey showing the Property, as well as the Warranty Deed and Memorandum of Understanding describing the circumstances in which the County took ownership of the Property on December 30, 2008.

The terms of Key's offer are as follows:

- PRICE:** The lesser of: (1) the price per acre that Key paid for the land immediately west and adjacent to the Property (\$36,000/acre) in February 2019, or (2) the current appraisal price for the Property.
- COSTS:** Key will bear the costs of all reasonable and expected expenses associated with the purchase and closing of the Property.
- CLOSING:** If this offer is accepted by the County, Key would like to close on the Property as soon as reasonably possible.

This offer shall expire at 5:00pm on October 16, 2020

Thank you very much for the County's consideration of this offer. And if you, any of the Supervisors, or anyone at the Sheriff's office has any questions or would like to discuss Key's plans to develop the Property, please do not hesitate to contact me on my cell at (601) 946-0010.

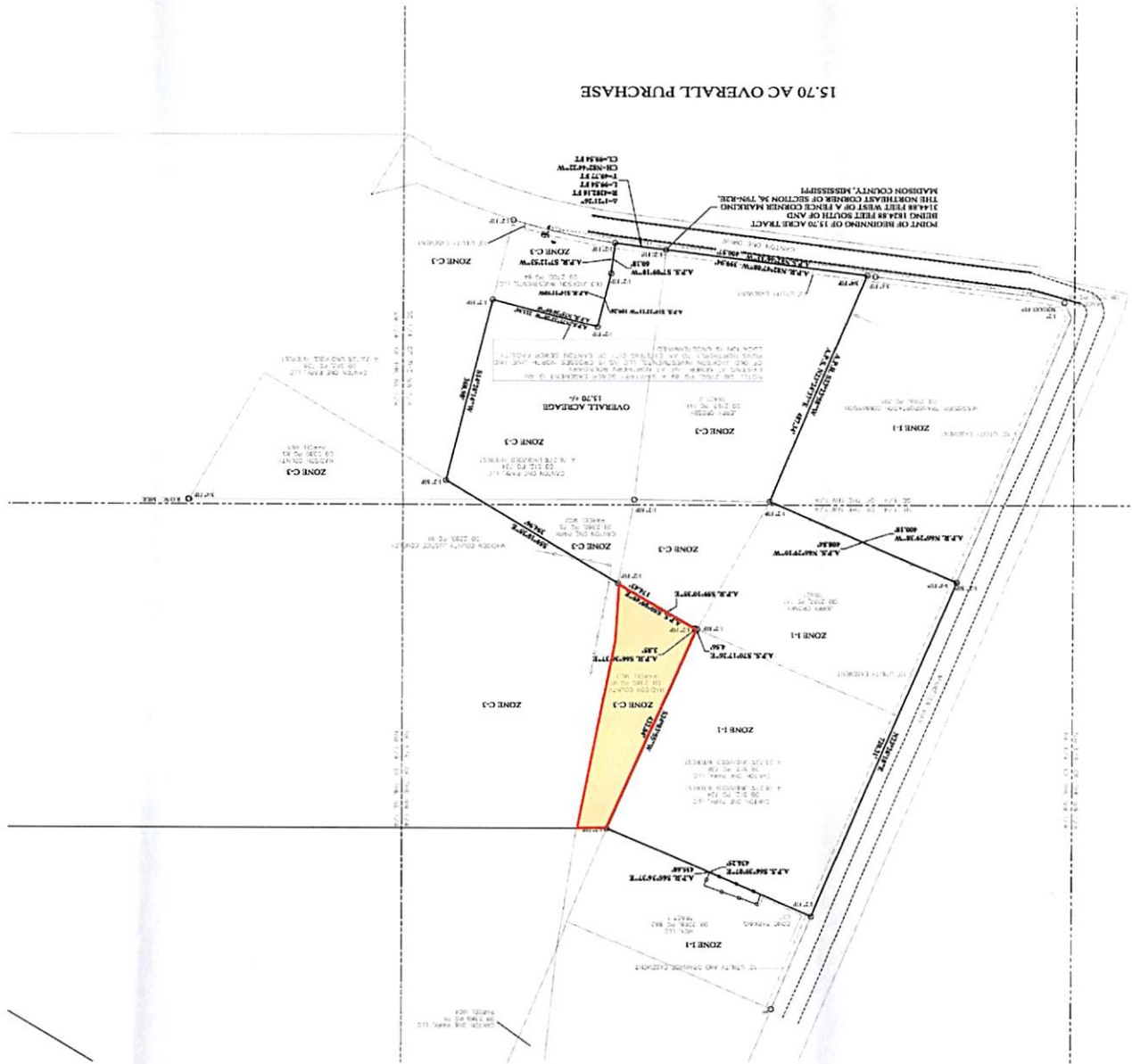
Sincerely,

Key Constructors, LLC

A handwritten signature in blue ink, appearing to read 'J. Henry', with a large, sweeping flourish extending to the right.

Jason Henry
President

15.70 AC OVERALL PURCHASE



DEFECT DISCLAIMER: G.C. DO NOT PERFORM A TITLE EXAMINATION ON THIS PROPERTY NOR BE SUBJECT TO RECORDS, INSTRUMENTS, OR THE EXAMINATION OF SUBJECT PROPERTY.

REVISIONS: THIS PLAN IS BASED ON FIELD SURVEY. ALL DIMENSIONS ARE AS SHOWN ON THIS PLAN. THE OWNER IS ADVISED THAT THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.

BOUNDARY NOTES: ALL DIMENSIONS ARE AS SHOWN ON THIS PLAN. THE OWNER IS ADVISED THAT THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.



C-1

SHEET NO.
DATE: 11/29/2018
PRJ. NO.
18-142

DRAWING TITLE:
PROPERTY SURVEY

CLIENT:
KEY CONSTRUCTORS

PROJECT TITLE:
CANTON ONE DRIVE

REV	DATE	DESCRIPTION

CREATED BY: [Signature]

Guest Consultants, Inc.

16007 75th AVENUE, SUITE 100, ALTOONA, INDIANA, 46004
PHONE: (317) 284-5501 FAX: (317) 284-5502
WWW.GUESTCONSULTANTS.COM

DATE: 11/29/2018

Ø Cyn
509

PREPARED BY:

BOOK 2380 PAGE 0091

Eric T. Hamer
Danks, Miller, Hamer & Cory
Post Office Box 1759
Jackson, Mississippi 39215-1759
601.957.3101

INDEXING INSTRUCTIONS: Part of the NW ¼ of
Section 36, Township 9 North,
Range 2 East, Madison County, Mississippi

581184

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, CantonOne Park, LLC, a Mississippi Limited Liability Company ("Grantor"), does hereby bargain, sell, grant, convey, and warrant unto Madison County, Mississippi, a body politic ("Grantee"), the following described land and property located in Madison County, Mississippi, and more particularly described as follows:

Complete Legal Description is attached hereto as combined Exhibit A.

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, and 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 unrecorded servitudes recorded in the land records of Madison County, Mississippi.
- 4) The above-described property constitutes no part of the homestead of Grantor or any other party.

The consideration for the above conveyance of certain right of way from CantonOne Park, LLC, to Madison County, Mississippi, is contained in a certain Memorandum of Understanding dated the 30th day of December, 2008, by and between CantonOne Park, LLC and Madison County, Mississippi, Board of Supervisors and said agreement is attached hereto and marked as Exhibit "B" and incorporated herein by reference.

December 29, 2008
Page 2

In the Memorandum of Understanding described hereinabove, marked as Exhibit "B" there is an appraisal of the property by an appraiser, Mark Hamilton, by agreement of the parties hereto, said appraisal being dated December 9, 2008, a copy of which has been made available to both parties hereto.

WITNESS MY SIGNATURE, THIS THE 30th DAY OF December, 2008.

CantonOne Park, LLC
[Signature]

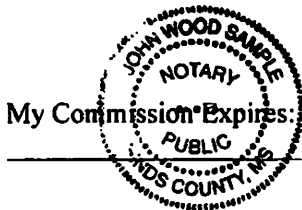
BY: [Signature]
Title: managing member

W. Gary Hankins

STATE OF MISSISSIPPI
COUNTY OF Madison

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, on this 30th day of December, 2008, within my jurisdiction, the within named W. Gary Hankins, who acknowledged that he/she is the managing member of CantonOne Park, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he/she executed the above and foregoing instrument after first having been duly authorized by said limited liability company to do so.

WITNESS MY HAND AND OFFICIAL SEAL on this, the 30th day of December, 2008.



[Signature]
NOTARY PUBLIC

My Commission Expires January 12, 2009

December 29, 2008

Page 3

GRANTOR:

CantonOne Park, LLC

2085 Main Street
Medison, MS 39110

Phone: _____

GRANTEE:

Madison County, MS

PO Box 608
Canton MS 39046

Phone: 601-859-1177

December 29, 2008

Page 4

EXHIBIT ACOMPLETE LEGAL DESCRIPTION**PARCEL MC3**

A PARCEL OF LAND CONTAINING 1.52 ACRES (66,306.30 SQUARE FEET), MORE OR LESS, BEING SITUATED IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 2 EAST, CITY OF CANTON, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT A FENCE CORNER MARKING THE NORTHEAST CORNER OF SAID SECTION 36; RUN THENCE SOUTH FOR A DISTANCE OF 1575.53 FEET; THENCE WEST FOR A DISTANCE OF 2351.33 FEET TO A SET IRON PIN ON THE WESTERN RIGHT OF WAY LINE OF U.S. HIGHWAY 51; THENCE LEAVE SAID RIGHT OF WAY AND RUN N59°10'35"W FOR A DISTANCE OF 486.99 FEET; THENCE S89°56'23"W FOR A DISTANCE OF 307.11 FEET TO A FOUND IRON PIN; THENCE N10°28'44"E FOR A DISTANCE OF 168.13 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN THENCE N59°10'35"W FOR A DISTANCE OF 174.40 FEET; THENCE N66°36'37"W FOR A DISTANCE OF 3.85 FEET; THENCE N23°23'23"E FOR A DISTANCE OF 692.93 FEET; THENCE S09°04'54"W FOR A DISTANCE OF 248.22 FEET; THENCE S11°28'50"W FOR A DISTANCE OF 376.32 FEET; THENCE S10°28'47"W FOR A DISTANCE OF 113.15 FEET TO THE POINT OF BEGINNING.

PARCEL MC5/ROAD PARCEL B

A PARCEL OF LAND CONTAINING 0.65 ACRES (28,499.01 SQUARE FEET), MORE OR LESS, BEING SITUATED IN THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 9 NORTH, RANGE 2 EAST, CITY OF CANTON, MADISON COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT A FENCE CORNER MARKING THE NORTHEAST CORNER OF SAID SECTION 36; RUN THENCE SOUTH FOR A DISTANCE OF 372.67 FEET; THENCE WEST FOR A DISTANCE OF 1638.00 FEET TO A SET IRON PIN ON THE WESTERN RIGHT OF WAY LINE OF U.S. HIGHWAY 51; THENCE RUN ALONG SAID RIGHT OF WAY S30°40'09"W FOR A DISTANCE OF 60.00 FEET; THENCE LEAVE SAID RIGHT OF WAY AND RUN N59°19'51"W FOR A DISTANCE OF 636.69 FEET; THENCE RUN 91.31 FEET ALONG THE ARC OF A 170.00 FOOT RADIUS CURVE TO THE LEFT, SAID ARC HAVING A 90.22 FOOT CHORD BEARING N74°43'08"W; THENCE S89°53'36"W FOR A DISTANCE OF 466.38 FEET TO THE POINT OF BEGINNING FOR THE PARCEL HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, CONTINUE S89°53'36"W FOR A DISTANCE OF 474.98 FEET TO THE EASTERN RIGHT OF WAY LINE OF MARIETTA WAY; THENCE RUN ALONG SAID RIGHT OF WAY N23°23'23"E FOR A DISTANCE OF 65.42 FEET; THENCE LEAVE SAID RIGHT OF WAY AND RUN N89°53'36"E FOR A DISTANCE OF 474.98 FEET; THENCE S23°23'23"W FOR A DISTANCE OF 65.42 FEET TO THE POINT OF BEGINNING.

MEMORANDUM OF UNDERSTANDING
MULTIPLE TRACTS / EASEMENTS

The Madison County Board of Supervisors ("Madison County"), a body politic organized under the laws of the State of Mississippi, and CantonOne Park, LLC, a Mississippi limited liability company ("CantonOne"), wish to enter into this Memorandum of Understanding ("MOU") to achieve certain respective benefits for the parties, to wit:

WHEREAS, the Madison County Justice Complex ("Justice Complex) needs additional property for future expansion to its south and also needs to eliminate the current road located adjacent to the fenced area of the new detention pod facilities and the Justice Court Building of the Jail Complex;

WHEREAS, the Madison County Sheriff's Department is concerned that the aforementioned current road allows for contraband to be thrown over the fence along the road and presents a security risk when transporting inmates to the Justice Court Building;

WHEREAS, CantonOne owns certain real property located immediately adjacent to and South of the Jail Complex which would be suitable for the expansion of the Jail Complex and is willing to donate said property to Madison County under certain terms and conditions, including the granting of additional ingress and egress to some of its other property;

The parties to this MOU, therefore, agree to the following:

1. CantonOne shall donate to Madison County 2 separate tracts of land totaling approximately 1.90 acres. The location of these tracts is noted on the plat attached hereto as Exhibit "A" and made a part hereof by reference; the tracts are labeled "MC3" and "MC5" and shall hereinafter be referred to as the "MC3 Tract" and the "MC5 Tract", respectively. In addition, Madison County shall donate to CantonOne 2 separate tracts of land totaling approximately 1.09 acres. The location of these tracts is noted on the attached plat; the tracts are labeled "MC2" and "MC4" and shall hereinafter be referred to as the "MC2 Tract" and the "MC4 Tract", respectively. A survey or surveys shall be performed by Madison County, under the supervision of the County Engineer, to more particularly describe and delineate the 4 tracts and provide legal descriptions and plats to the attorney for Madison County (the "Board Attorney"), who shall then obtain the necessary title work to confirm ownership of the 4 tracts. Appraisals of the 4 tracts will be performed by James C. Hamilton Jr. (MAI). The appraiser will complete Internal Revenue Service Form 8283 and deliver the IRS Form 8283 to both CantonOne and Madison County. Following completion of the appraisals, a copy of IRS Form 8283 will be appended to this MOU. Following completion of the survey, title work, appraisal, and IRS Form 8283, all as reviewed and approved by CantonOne, the Board Attorney will then prepare and provide to the parties the special warranty deeds necessary to transfer title to the MC3 Tract and the MC5 Tract to Madison County, and the MC2 Tract and MC4 Tract to CantonOne, and the parties will execute and deliver said deeds without delay, subject to each party's review and approval of the deeds, which will not be unreasonably withheld.

F:\906 Madison County\Sheriff's Office General\MOU with CantonOne re multiple tracks.final.doc

Exh. B

2. Madison County further agrees to donate, grant and convey to CantonOne 2 non-exclusive, perpetual easements for ingress and egress and the construction and maintenance of utilities over and across certain tracts of land located immediately adjacent to the current Justice Complex property. The location of these tracts is noted on the attached plat; the tracts are labeled "MC5" and "MC6" and shall hereinafter be referred to as the "MC5 Easement" and the "MC6 Easement", respectively. (NOTE: The tract labeled "MC5" is one of the tracts that CantonOne Park is donating to Madison County pursuant to this MOU).

3. Either party to this MOU may construct a road on the MC5 Easement and MC6 Easement (the "Road"), but neither party makes any assurance or covenant that it will do so, and neither party makes any assurance or covenant that it will provide funds for such Road. If built by either party, the Road must be constructed pursuant to the City of Canton specifications and requirements. It is the intention of the parties that the Road, if and when it is constructed, be dedicated by Madison County to the City of Canton as a public road.

4. Madison County agrees to pay all costs of surveying, appraisal, title examination, deed and easement and other document preparation and related costs concerning the donation of the property to Madison County and CantonOne and the other transactions as set forth herein

5. It is agreed and understood by the parties that the Mississippi Department of Transportation ("MDOT") has verbally or preliminarily approved a driveway and curb cut from the Road to Highway 51. Madison County hereby represents and warrants that its engineer is currently working with MDOT and developing the necessary plans for application of a permit with MDOT as to said driveway and curb cut and will complete this work no later than December 31, 2008.

6. Madison County agrees to cooperate fully with CantonOne with respect to the steps necessary for Canton One to claim charitable contribution deductions under the Internal Revenue Code, applicable Treasury Regulations and other state and federal law concerning the charitable contributions contemplated by this MOU. Among other things, this shall include the timely issuance by Madison County to CantonOne of all appropriate written receipts and acknowledgments in the prescribed form and the cooperation of Madison County with respect to all related matters.

7. Any and all property conveyed and donated pursuant to this MOU shall be conveyed to Madison County "as is, where is", with no obligation on the part of MOU to clear any exceptions to title. However, all such property will be donated free and clear of any deeds of trust or financial liens. Either party to this MOU shall defend and indemnify the other and shall accept the return of the subject property in the event of the discovery of any environmental contamination after the conveyance of the Special Warranty Deed and prior to the beginning of any construction.

8. Individuals executing this MOU on behalf of the parties hereto represent that each has been duly authorized so to do by appropriate action taken by their respective board or limited liability company, as the case may be.

9. This MOU shall be governed by the laws of the State of Mississippi. Any and all disputes concerning this Agreement (whether based upon contract, tort or otherwise) or the actions or failures to act of one or more of the parties in the negotiating, administration, performance or enforcement hereof, shall be submitted to binding arbitration in Madison County, Mississippi, under the Rules of the American Arbitration Association concerning commercial disputes, and the parties agree to be bound by any decision reached under such rules. Venue for any legal action arising for disagreements shall be Madison County, Mississippi.

10. CantonOne hereby waives its property right in accordance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and 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 Sections 43-37-1 et seq., and Sections 43-39-1 et seq. of the Mississippi Code Annotated.


11. If it becomes necessary to ensure the performance of the conditions of this MOU to employ an attorney and incur expenses of litigation or arbitration, then the defaulting party shall pay reasonable attorney fees therewith.

12. This MOU shall be binding and inure to the benefit of the parties' successors, heirs and/or assigns.


WHEREFORE, the parties hereto have executed this MOU as of the date their respective signatures were properly notarized.

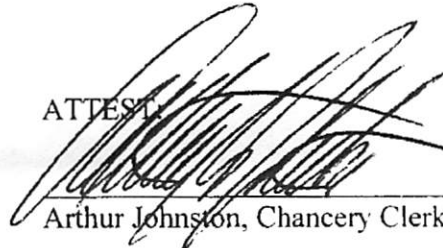
CANTONONE PARK, LLC
A Mississippi limited liability company

By: 
W. Gary Hawkins, Member-Manager

By: 
Mark J. McCreery, Member-Manager

MADISON COUNTY, MISSISSIPPI
BOARD OF SUPERVISORS

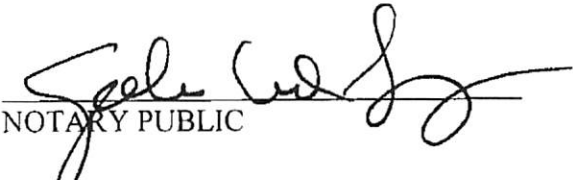

By: _____
Tim Johnson, President of the Board
of Supervisors

ATTEST

Arthur Johnston, Chancery Clerk



STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 20th day of December, 2008, within my jurisdiction, the within named W. Gary Hawkins and Mark J. McCreery, who acknowledge that they are the Member-Managers for CantonOne Park, LLC, a Mississippi limited liability company, which owns land that is subject to this MOU, and as such, are duly authorized to execute the above and foregoing instrument.


NOTARY PUBLIC

MY COMMISSION EXPIRES:

(SEAL)



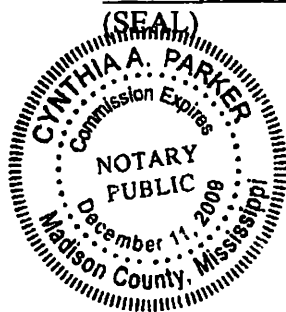
My Commission Expires January 12, 2009

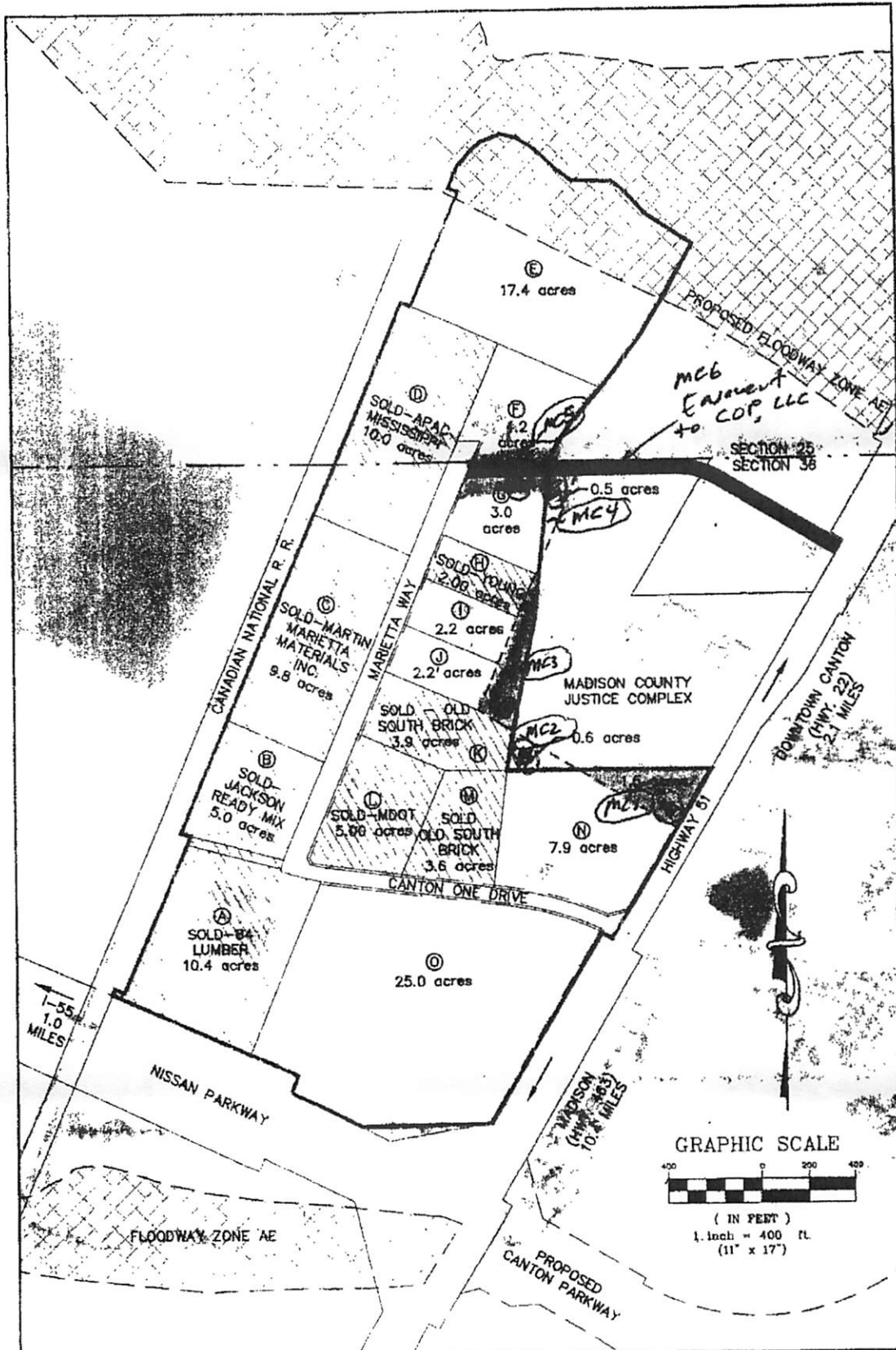
STATE OF MISSISSIPPI
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 17 day of November 2008, within my jurisdiction, the within named **Tim Johnson** and **Arthur Johnston**, who acknowledged that they are the President and Clerk, respectively, of the Board of Supervisors of Madison County, Mississippi, and that for and on behalf of said County and as its act and deed, they executed the above and foregoing instrument in their respective capacities, after first having been duly authorized by the Board of Supervisors of Madison County so to do.

Cynthia A. Parker
NOTARY PUBLIC

MY COMMISSION EXPIRES:
12-11-09





MOU #1 - Donation MOU #2 - Swap

	WILLIFORD, GEARHART & KNIGHT, INC. ENGINEERS & SURVEYORS		MASTER PLAN CANTON ONE PARK, LLC CANTON, MISSISSIPPI	
	DATE 3/26/07	DRAWN BY DRL	MASTERPLAN 3-26-07	SHEET NO. 1 OF 1
SCALE 1" = 400'		WGK# - 2006-182-00		

MADISON COUNTY MS This instrument was filed for record DEC. 31, 2008 at 11:10A.M.
 Book 2380 Page 91
 ARTHUR JOHNSTON, C. C.
 BY: hm D.C.

