Department of Engineering Tim Bryan, P.E., County Engineer 3137 South Liberty Street, Canton, MS 39046 Office (601) 790-2525 FAX (601) 859-3430

#### **MEMORANDUM**

December 8, 2021

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

From: Tim Bryan, P.E., PTOE

County Engineer

Re: Request for Payment

Project: Reunion Parkway, Phase II Parcel: 002-00-00-W/002-00-00-T-001

The Engineering Department recommends that the Board accept the invoice for \$1,658.00 for the acquisition of right of way for Reunion Parkway, Phase II from JAMPOP, LLC. and to authorize the Comptroller to issue the check.

Check payment to:

Payee: JAMPOP, LLC.

184 Cornerstone Drive Madison, MS 39110 Integrated Right of Way P. O. Box 3066 Madison MS, 39130 Phone: 601-790-0443



# **Right of Way Acquisition Closing Statement**

Project	Reunion Parkway Phase II	Parcel	002-00-00-W / 002-00-00-T-001

**County** Madison

Owner JAMPOP, LLC Address 184 Cornerstone Drive

Madison, MS 39110

### **Payment Due**

Land: \$1,658.00
Damages: \$0.00
Administrative Adjustment: \$0.00
Total: \$1,658.00

#### Included herein:

Date:

- Properly Executed Warranty Deeds & Temporary Easements
- Initialized FMVO
- Right of Way Plat Maps
- Administrative Adjustment (if applicable)
- Properly Executed W-9
- 1. All considerations agreed on by the above-named Owner(s) and the Right of Way Agent signing this statement are embodied in the instrument of conveyance, there being no oral agreements or representations of any kind.
- 2. The considerations embodied in this instrument of conveyance on the abovementioned project and parcel number were reach without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party whose name appears on this instrument.
- 3. The undersigned Right of Way Agent has no direct or indirect, present or contemplated future personal interest in the abovementioned parcels nor will in any way benefit from the acquisition of such property.

12/08/2021

Authorized Acquisition Agent:	Les
	Greg M. Thompson

Integrated Right of Way P. O. Box 3066 Madison, MS 39130 Phone: 601-790-0443



# Fair Market Value Offer

		Date:	August 5, 2021
		2	
Name:	JAMPOP, LLC	Project:	105278 - Reunion Parkway- Phase II
Address:	105 Cold Creek Hollow	_County:	Madison
	Madison, MS 39110	ROW Parcel(S):	002-00-00-W / 002-00-00-T-001
project. The ident The value of the rappraisal valuatio all damages and is	at the Madison County Board of Supervisors acquire from iffication of the real property and the particular interests being acquired is based on the fair on disregarding any decrease or increase in the fair markers based on our approved appraisal in the amount of \$1,600.	peing acquired are indicated remarket value of the proset value caused by the prosess.	ed on the attached instrument.  perty and is not less than the approved  ject. This fair market value offer includes
X Appraisal V	Vaiver Valuation. This waiver valuation was made based	upon recent market data	in this area.
This acquisition	does not include oil, gas, or mineral rights but includ	es all other interests.	
	erwise, this acquisition does not include any items which f such items are household and office furniture and appli		
The real property	improvement being acquired are:		
The following rea	al property and improvements are being acquired but no	t owned by you	N/A
Separately held in	aterest(s) in the real property are not applicable. These int	terests are not included in	the above fair market value offer.
Land (W) Fee S	imple Value .056 Acres:	1,008.00	
Land (T) Tempo	orary Easement Value .138 Acres:	650.00	
Improvements:	\$	0.00	
Damages:	\$	0.00	
Total Fair Mar	ket Value Offer \$	ly	
		Right of Way Acquisition	on Agent



Providing Professional Right of Way Acquisition & Consultation Services

Grantee, prepared by and return to:	Grantor Address:
Madison County, Mississippi a body politic	JAMPOP, LLC
125 West North Street	105 Cold Creek Hollow
P.O. Box 608	Madison, MS 39110
Canton, MS 39046	
Phone: 601-790-2590	<b>Phone:</b> (601) 898-9235

## WARRANTY DEED

INDEXING INSTRUCTIONS:

SE ¼ of the W ½ of the W ½ of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi

Initial P.A., PMA, \_\_\_

# STATE OF MISSISSIPPI COUNTY OF MADISON

For and in consideration of One Thousand Eight and NO/100 Dollars (\$1,008.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, bargain, sell, convey and warrant unto Madison County, Mississippi, a political subdivision of the State of Mississippi, the following described land:

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999954521872 and a Convergence angle of (+) 00 degrees 06 minutes 34.21580059 seconds developed at centerline station 40+00 as shown on the Reunion Parkway – Phase II plans prepared for the Madison County Board of Supervisors, Project No. 105278. It is the intent of this description to convey that portion of Grantors property lying within the new right-of-way as defined by said project:

Being a parcel of land situated in the Southeast quarter (SE ¼) of the West half (W1/2) of the West half (W1/2) of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being out of and a part of a tract of land conveyed to JAMPOP, LLC, as recorded in Deed Book 2886, Page 50 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

Commencing at a ½" rebar found at the Northeast corner of Ingleside II Subdivision as recorded in Plat Cabinet C, Slide 5 within the Chancery Clerks Office of said Madison County, Mississippi, and being N= 1086750.79, E= 2356013.16, on the above referenced coordinate system. Thence from the Point of Commencing, run North for a distance of 5,586.54 feet to a point; thence run East for a distance of 6,588.49 feet to the intersection of the East line of said JAMPOP, LLC property with the proposed right of way line of Reunion Parkway, and being the N= 1092337.33, E= 2362601.65, on the above referenced coordinate system and also being the Point of Beginning of the herein described parcel;

Thence along the East line of said JAMPOP, LLC property run, South 00°05'56" East, a distance of 18.72 feet to a point on the Westerly right of way line of Interstate 55 and being on the arc of a curve to left;

Initial M., PMA, \_\_\_

Thence along said Westerly right of way line and the arc of said curve to the left, for a distance of 243.80 feet to the intersection of the South line of said JAMPOP, LLC property. Said curve having a radius of 15,735.41 feet a central angle of 00°53'16" and a chord distance of 243.80 feet bearing South 30°57'13" West;

Thence departing said Westerly right of way line and along the South line of said JAMPOP property, run South 89°44'10" West, a distance of 10.73 feet to a point on the above referenced proposed right of way line of said Reunion Parkway and being on the arc of a curve to the right;

Thence along the proposed right of way line of said Reunion Parkway and the arc of a curve to the right for a distance of 265.40 feet to the **Point of Beginning**, and containing 0.056 acres, (2,419 Square Feet), more or less. Said curve having a radius of 15,737.09 feet a central angle of 00°57′59" and a chord distance of 265.40 feet bearing North 30°50′57" East;

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

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

This conveyance includes all improvements located on the above described land and partially on Grantor's remaining land, if any. The Grantee herein, it Agents, and/or Assigns are hereby granted the right of Ingress and Egress on Grantor's remaining land for removing or demolishing said improvements. The consideration herein named is in full payment of all said improvements.

It is understood and agreed that the consideration herein named is in full payment and settlement of any and all damage and compensation which would be allowable under a decree were it rendered by the Court and jury in an Eminent Domain proceeding under the provision of the applicable laws and statutes of the State of Mississippi.

Initial MA, PMA, \_\_\_

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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Initial P.A., PMA, \_\_\_

Witness our signatures this the day	of <u>December</u> A.D. 2021.
Signature: Jampop, LLC By: Paul M. Andy	
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
Personally appeared before me, the unc	dersigned authority in and for the said county
and state, on this $2^{2}$ day of $2^{2}$	, 2021, within my jurisdiction, the
within named Paul M. Andy, who acknowle	
Member of JAMPOP, LLC, a Mississippi I	Limited Liability Company, and that in said
capacity, and that for and on behalf of said lim	
he executed the above and foregoing instrume	nt, after first having been duly authorized so
to do.	
	(NOTARY PUBLIC)
(SEAL)	Miss.
My commission expires:	112882 40.
Initial A., MA.	In Engineer of the Control of the Co
Initial/ <u>(/).</u> , <u>// // // // // // // // // // // // //</u>	JAMPOP, LLC Project No. 105278 002-00-00-W

Witness my signature this the  day of Signature:  A	<u>December</u> A.D. 2021.
STATE OF MISSISSIPPI COUNTY OF MADISON	
and state, on this <u>&amp;</u> day of <u>Necember</u>	
within named Patrick Andy, who acknowledged Member of JAMPOP, LLC, a Mississippi Lin capacity, and that for and on behalf of said limited they executed the above and foregoing instrument	nited Liability Company, and that in said dliability company, and as its act and deed,
(SEAL)	(NOTARY PUBLIC)
My commission expires:  GREG M. TI  Commission	12882 CONTRACTOR OF THE PROPERTY OF THE PROPER
Initial (, A, , AMA, No. co	JAMPOP, LLC Project No. 105278 002-00-00-W

Grantee, prepared by and return to:	Grantor Address:
Madison County, Mississippi a body politic	JAMPOP, LLC
125 West North Street	105 Cold Creek Hollow
P.O. Box 608	Madison, MS 39110
Canton, MS 39046	
Phone: 601-790-2590	Phone: (601) 898-9235

### TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

SE ¼ of the W ½ of the W ½ of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi

Initial PA, MA,

# STATE OF MISSISSIPPI COUNTY OF MADISON

For and in consideration of Six Hundred Fifty and NO/100 Dollars (\$650.00) the receipt and sufficiency of which is hereby acknowledged, we, the undersigned hereby grant, sell, convey and warrant unto Madison County, Mississippi a political subdivision of the State of Mississippi, for public improvements, grading, sodding, and other construction purposes on Project No. 105278, a temporary easement through, over, on and across the following described land:

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83, grid values, using a combined factor of 0.999954521872 and a Convergence angle of (+) 00 degrees 06 minutes 34.21580059 seconds developed at centerline station 40+00 as shown on the Reunion Parkway – Phase II plans prepared for the Madison County Board of Supervisors, Project No. 105278. It is the intent of this description to convey that portion of Grantors property lying adjacent to the new right of way as defined by said project for use as a temporary construction easement:

Being a parcel of land situated in the Southeast ¼ of the West half (W1/2) of the West half (1/2) of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi and being out of and a part of a tract of land conveyed to JAMPOP, LLC, as recorded in Deed Book 2886, Page 50 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

Commencing at a ½" rebar found at the Northeast corner of Ingleside II Subdivision as recorded in Plat Cabinet C, Slide 5 within the Chancery Clerks Office of said Madison County, Mississippi, and being N= 1086750.79, E= 2356013.16, on the above referenced coordinate system. Thence from the Point of Commencing, run North for a distance of 5,544.34 feet to a point; thence run East for a distance of 6,504.49 feet to a ½" iron rod with cap set being 125.00 feet left of and perpendicular to Station 1423+75.000 as shown on plans of said Reunion Parkway, and being the N= 1092295.13, E= 2362517.65, on the above referenced coordinate system and also being the Point of Beginning of the herein described parcel;

Initial , PMA, \_\_\_

Thence run North 31°19'09" East, a distance of 161.28 feet to a ½" iron rod with cap set on the Easterly line of said JAMPOP, LLC property;

Thence along the Easterly line of said JAMPOP property, run South 00°05'56" East, a distance of 95.58 feet to a ½" iron rod with cap set point on the proposed right of way line of said Reunion Parkway and being on the arc of a curve to the left;

Thence along the proposed right of way line of said Reunion Parkway and the arc of a curve to the left for a distance of 79.47 feet to a ½" iron rod with cap set. Said curve having a radius of 15,737.09 feet a central angle of 00°17 22" and a chord distance of 79.47 feet bearing South 31°11'16" West;

Thence departing said proposed right of way line, run North 58°57'30" West, a distance of 50.00 feet to the **Point of Beginning**, and containing 0.138 acres, (6,003 Square Feet), more or less.

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. 105278 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. 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 PA., (MA,

It is 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 roadway, 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Initial P.A., PMA, \_\_\_\_

Witness my signature this the day of December A.D. 2021.
Signature: Dal M. A  JAMPOP, LLC  By: Paul M. Andy
STATE OF MISSISSIPPI COUNTY OF MADISON
Personally appeared before me, the undersigned authority in and for the said count
and state, on this $2$ day of <u>Necessias</u> , 2021, within my jurisdiction, th
within named Paul M. Andy, who acknowledged to me that he is a
Member of JAMPOP, LLC, a Mississippi Limited Liability Company, and that in said
capacity, and that for and on behalf of said limited liability company, and as its act and deed
he executed the above and foregoing instrument, after first having been duly authorized so
to do.  (NOTARY PUBLIC)
(SEAL)
My commission expires:
Initial A, MA, JAMPOP, LLC
Project No. 105278

Witness my signature this the 8 day of locember A.D. 2021.

Signature:

AMPOP, LLC

By: Patrick Andy

### STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of new med patrick Andy, who acknowledged to me that he is a

Member of JAMPOP, LLC, a Mississippi Limited Liability Company, and that in said capacity, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized so to do.

(NOTARY PUBLIC)

(SEAL)

My commission expires:

REG M. THOMPSON

Jene 28, 2013

Initial P.A., RMA,

