

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 21, 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: 004-00-00-W/T-001 & PUE/Adjacent TCE

The Engineering Department recommends that the Board accept the invoice for \$3,042.00 for the acquisition of right of way for Reunion Parkway Phase II Project from Curtis D. Whittington & Janet Whittington and V. John Ford and Tamara Ford and to authorize the Comptroller to issue the check.

Check payment to:

Payee: Curtis D. Whittington & Janet Whittington and V. John Ford and Tamara Ford
1200 North State Street, Suite 330
Jackson, MS 39202

SHEILA JONES
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL BANKS
District Four

PAUL GRIFFIN
District Five

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** 004-00-00-W/T-001 & PUE/Adjacent TCE

County Madison

Owner Curtis D. Whittington & Janet Whittington **Address** 1200 North State Street, Suite 330
and V. John Ford & Tamara Ford Jackson, MS 39202

Payment Due

Land:	\$1,920.00
Damages:	\$0.00
Administrative Adjustment:	\$1,122.00
Total:	\$3,042.00

Please divide funds as follows:

Curtis D. Whittington – 25% (\$760.50)

Janet Whittington – 25% (\$760.50)

V. John Ford - 25% (\$760.50)

Tamara Ford - 25% (\$760.50)

Included herein:

- Initialized FMVO
- Right of Way Plat Maps
- Properly Executed Land Owner Counter Offer
- Properly Executed Warranty Deeds & Temporary Easements
- 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 reached 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.*

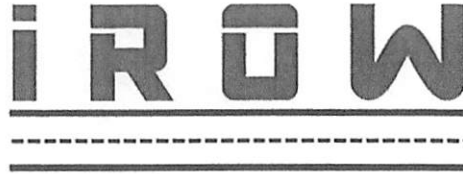
Date: 12/21/2021

Authorized Acquisition Agent:

A handwritten signature in blue ink, appearing to read 'Greg M. Thompson', is written over a solid horizontal line.

Greg M. Thompson

Integrated Right of Way
P. O. Box 3066
Madison MS, 39130
Fax: 601-852-1170
Phone: 601-790-0443



November 4, 2021

To: Madison County Board of Supervisors

RE: Landowner Counteroffer
Reunion Parkway Phase II – Parcel 004-00-00-W / 004-00-00-T-001*
*Permanent Utility Language included in Parcel identified as 004-00-00-T-001
Dr. Curtis D. Whittington, Jr., et al (Landowner) / Dr. Curtis D. Whittington, Jr. (Landowner Representative)


Members of the Board:

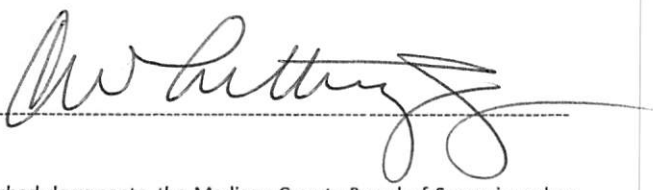
Please find attached a landowner counteroffer for the above referenced parcel on the Reunion Parkway Phase 2 Project. The justification for the counteroffer is based around the landowners' intuition regarding the market.

FMVO (8/19/2021):	\$430.00	(Fee Acquisition Area)
	\$1,270.00	(Temp. Construction Easement)
	<u>\$220.00</u>	(Permanent Utility Easement)
	\$1,920.00	(TOTAL)
Admin. Adjust. Request (10/11/2021):	\$1,122.00	
LO Counteroffer Total (10/11/2021):	\$3,042.00	(Inclusive of All Acquisition Rights)

As justification for the administrative adjustment, Mr. Whittington provided the attached email. iROW has satisfied Dr. Whittington's non-value related questions. The only remaining concern is compensation. Please consider the landowner counteroffer and advise as to how we should proceed. Thank you for your attention to this matter.

Sincerely,

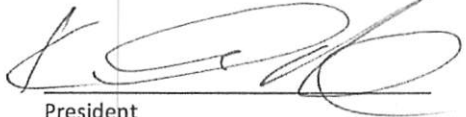

Greg Thompson,
Lead Acquisitions Agent



BOARD ACTION - Please check one of the following:

After due consideration of the above and attached documents, the Madison County Board of Supervisors has authorized an Administrative Adjustment in the amount of \$1,122.00, for a total offer to purchase all necessary acquisition rights for Reunion Parkway Phase II Parcel 004 in the amount of \$3,042.00.

After due consideration of the above and attached documents, the Madison County Board of Supervisors has denied the landowner counter offer.

Signature: 
President
Madison County Board of Supervisors

Date: 11/15/21

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



Fair Market Value Offer

Name: Curtis D. Whittington & Janet Whittington (50%)
and V. John Ford & Tamara Ford (50%) Date: August 19, 2021
Project: 105278 - Reunion Parkway-Phase II
Address: 1200 North State Street, Suite 330 County: Madison
Jackson, MS 39202 ROW Parcel(S): 004-00-00-W/T-001 and PUE/Adjacent TCE

It is necessary that the Madison County Board of Supervisors acquire from you certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument. The value of the real property interests being acquired is based on the fair market value of the property and is not less than the approved appraisal valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal in the amount of 1,920.00.

Appraisal Waiver Valuation.

This acquisition does not include oil, gas, or mineral rights but includes all other interests.

Unless noted otherwise, this acquisition does not include any items which are considered personal property under Mississippi State Law. Examples of such items are household and office furniture and appliances, machinery, business and farm inventory, etc.

The real property improvement being acquired are: N/A

The following real property and improvements are being acquired but not owned by you N/A

Separately held interest(s) in the real property are not applicable. These interests are not included in the above fair market value offer.

Land (W) Fee Simple Value (605 Square Feet): \$ 430.00
Land (T) Temporary Easement Value (6,904 SF) (Combined): \$ 1,270.00
Permanent Utility Easement Value .019 Acres: \$ 220.00
Damages / Improvements (N/A): \$ 0.00

Total Fair Market Value Offer

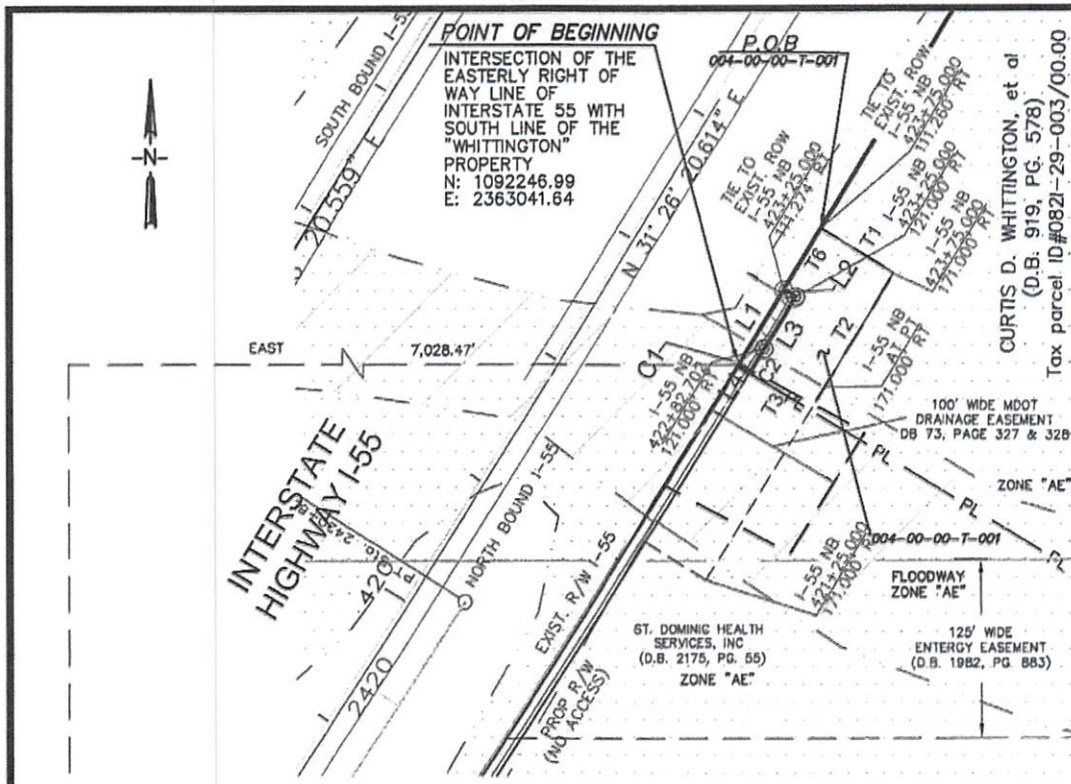
\$ 1,920.00

KJF
JW
Curtis
John

Right of Way Acquisition Agent



Providing Professional Right of Way
Acquisition & Consultation Services



Handwritten notes and signatures in blue ink, including 'JWF', 'JDF', 'JRW', and 'C.D.W.'.

5,496.20'
NORTH

JAMES W. MILLIS, P.L.S.
Mississippi Registration No. 02483
Date of Field Survey: 3/17/2010



POINT OF COMMENCEMENT
FOUND 1/2" REBAR FOUND AT
THE NORTHEAST CORNER OF
INGLESIDE II SUBDIVISION
N: 1086750.79
E: 2356013.16

This property is situated in
Zone "X" and Zone "AE"
according to Flood Insurance
Rate Map Community Panel
Number 28089 C 0395 F and
28089 C 0576 F, Dated
March 17, 2010

Survey Class " B "

Bearing orientation based
upon Mississippi State Plane
(NAD83), West Zone, U.S. Feet
using a combined Scale
Factor of 0.999954521872
and a Convergence Angle of
(+) 00 degrees 06 minutes
34.21580059 seconds @
Reunion Parkway centerline
station 40+00.

Said parcel may be subject to
recorded, unrecorded or mis-
indexed instruments or facts
which would be revealed by a
complete title examination of
said parcel.

PARCEL 004-00-00-W and 004-00-00-T-001
TAX PARCEL ID# 0821-29-003/00.00
PROJECT NO. 105278

Line #	Length	Direction	Line #	Length	Direction
L1	60.53	N31° 25' 25"E	L3	42.30	S31° 26' 21"W
L2	9.73	S58° 33' 39"E	L4	9.70	N58° 44' 31"W

Curve #	Length	Radius	Delta	Chord Direction	Ch Length
C1	1.75	14431.95	00°00'25"	N31° 25' 36"E	1.75
C2	19.98	14444.92	00°04'45"	S31° 28' 43"W	19.98

Line #	Length	Direction	Line #	Length	Direction
T1	59.74	S58° 33' 39"E	T4	42.30	N31° 26' 21"E
T2	112.12	S31° 38' 20"W	T5	9.73	N58° 33' 39"W
T3	49.62	N58° 44' 31"W	T6	50.00	N31° 25' 25"E

Curve #	Length	Radius	Delta	Chord Direction	Ch Length
TC1	19.98	14444.92	00°04'45"	N31° 28' 43"E	19.98

PROPOSED R.O.W. REQUIRED - 0.014 AC (606 SQ. FT.)
PROPOSED TEMP. CONST. EASEMENT REQUIRED - 0.139 AC (6,073 SQ. FT.)

CURTIS D. WHITTINGTON, et al

**RIGHT OF WAY ACQUISITION FOR THE REUNION PARKWAY
PHASE II
BOZEMAN ROAD TO PARKWAY EAST
MADISON COUNTY, MISSISSIPPI**

Situated in the East Half (E 1/2) of the West Half (W 1/2) of
Section 28, Township 8 North, Range 2 East,
Madison County, Mississippi

MSEG, INC.
Mississippi Engineering Group, Inc.
143-A LeFleurs Square - Jackson, Mississippi 39211 - (601)355-3518

DRAWN BY: RJI	DATE: 12/16/20	SHEET NUMBER 1 OF 1
REVIEWED BY: JWM	SCALE: 1" = 100'	



WTF
2/2/14
JW

comj

Grantee, prepared by and return to:	Grantor Address:
<u>Madison County, Mississippi a body politic</u>	<u>Curtis D. Whittington, et al.</u>
<u>125 West North Street</u>	<u>1200 North State Street, Suite 330</u>
<u>P.O. Box 608</u>	<u>Jackson, MS 39202</u>
<u>Canton, MS 39046</u>	
Phone: 601-790-2590	Phone: 601-353-2020

WARRANTY DEED

INDEXING INSTRUCTIONS: E ½ of the W ½ of Section 29, Township 8
North, Range 2 East, Madison County,
Mississippi

Initial CDWJ, JH, WT
JSW

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-W

STATE OF MISSISSIPPI
COUNTY OF MADISON

For and in consideration of Four Hundred Thirty and NO/100 Dollars (\$430.00), 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 East half (E ½) of the West half (W ½) 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 Curtis Whittington, et al, as recorded by Deed of Trust within Deed Book 919, Page 578 in 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 5,496.20 feet to a point; thence run East for a distance of 7,028.47 feet to a point at the intersection of the Easterly right of way line of Interstate 55 with the South line of the above referenced "Whittington" property, being N= 1092246.99, E= 2363041.64, on the above referenced coordinate system and also being on the arc of a curve to the left and the **of Beginning** of the herein described parcel;

Thence along the Easterly right of way line of said Interstate 55 and the arc of said curve to the left for a distance of 1.75 feet to the end of said curve. Said curve having a radius of

Initial Curtis D. Whittington, et al.
UGF
Jon

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-W

14,431.95 feet a central angle of 00°00'25" and a chord distance of 1.75 feet bearing North 31°25'38" East;

Thence continuing along the Easterly right of way line of said Interstate 55, run North 31 degrees 25 minutes 25 seconds East, a distance of 60.53 feet to its intersection with the proposed right of way line of Reunion Parkway being 111.274 feet right of and perpendicular to the centerline at Station 423+25.000 as shown on above referenced plans;

Thence departing the Easterly right of way line of said Interstate 55, and along said proposed right of way line, run South 58°33'39" East, a distance of 9.73 feet to a ½" iron rod with cap set being 121.000 feet right of and perpendicular to centerline at Station 423+25.00;

Thence along the proposed right of way line of Reunion Parkway, run South 31°26'21" West, a distance of 42.30 feet to a ½" iron rod with cap set at the point of curvature of a curve to the right and being 121.000 feet right of and perpendicular to centerline at Station 422+82.702;

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 19.98 feet to the South line of said "Whittington" property. Said curve having a radius of 14,444.92 feet a central angle of 00°04'45" and a chord distance of 19.98 feet bearing South 31°28'43" West;

Thence along the South line of said "Whittington" property, run North 58 degrees 44 minutes 31 seconds West, a distance of 9.70 feet to the Point of Beginning and containing 0.014 acres, (605 Square Feet), more or less.

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

The grantors herein further warrant that the above described property is no part of his/her/their homestead.

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

Initial CDW, JH, VJF



Curtis D. Whittington, et al.
Project No. 105278
004-00-00-W

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.

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.

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Initial CDW, JWH, JSF
JSW

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-W

STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of Dec. A.D. 2021.

Signature: Tamara Ford
Tamara Ford

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of December, 2021, within my jurisdiction, the within named Tamara Ford, who acknowledged to me that they executed the above and foregoing instrument.

Mary K. Tucker (NOTARY PUBLIC)

(SEAL)

My commission expires:



Initial CWT, Jr.

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-W

STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of Dec A.D. 2021.

Signature: Curtis D. Whittington, Jr.
Curtis D. Whittington, Jr.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of December, 2021, within my jurisdiction, the within named Curtis D. Whittington, Jr., who acknowledged to me that they executed the above and foregoing instrument.

(SEAL)

My commission expires:



Mary K. Tucker (NOTARY PUBLIC)

Initial CDW, _____, _____

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-W

STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of December A.D. 2021.

Signature: [Handwritten Signature]
V. John Ford

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of December, 2021, within my jurisdiction, the within named V. John Ford, who acknowledged to me that they executed the above and foregoing instrument.

(SEAL)

My commission expires:



[Handwritten Signature] (NOTARY PUBLIC)

Initial [Handwritten Initials]

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-W

Grantee, prepared by and return to:	Grantor Address:
<u>Madison County, Mississippi a body politic</u>	<u>Curtis D. Whittington, et al.</u>
<u>125 West North Street</u>	<u>1200 North State Street, Suite 330</u>
<u>P.O. Box 608</u>	<u>Jackson, MS 39202</u>
<u>Canton, MS 39046</u>	
<u>Phone: 601-790-2590</u>	<u>Phone: 601-353-2020</u>

TEMPORARY EASEMENT

INDEXING INSTRUCTIONS:

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

Initial CDW, JH, OF
SW

Curtis D. Whittington, et al.
 Project No. 105278
 004-00-00-T-001

STATE OF MISSISSIPPI
COUNTY OF MADISON

For and in consideration of One Thousand Two Hundred Seventy and NO/100 Dollars (\$1,270.00), 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 to be used as a temporary construction easement:

Being a parcel of land situated in the East half (E ½) of the West half (W ½) 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 Curtis Whittington, et al, as recorded by Deed of Trust within Deed Book 919, Page 578 in 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 5,592.04 feet to a point; thence run East for a distance of 7,087.03 feet to a point on the Easterly right of way line of Interstate 55 being N= 1092342.83, E= 2363100.19, on the above referenced coordinate system, being 111.260 feet right of and perpendicular to centerline Station

Initial CWJ WJF
John

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-T-001

423+75.000 and also being the Northwest corner the of **Beginning** of the herein described parcel;

Thence departing the Easterly right of way line of said Interstate 55, run South 58°33'39" East, a distance of 59.74 feet to a ½" iron rod with cap set being 171.000 feet right of and perpendicular to centerline at Station 423+75.00;

Thence run South 31°38'20" West, a distance of 112.12 feet to a ½" iron rod with cap set at the Southerly line of said "Whittington" property;

Thence along the South line of said "Whittington" property, run North 58 degrees 44 minutes 31 seconds West, a distance of 49.62 feet to a point on the proposed right of way line of said Reunion Parkway and being on the arc of a curve to the left;

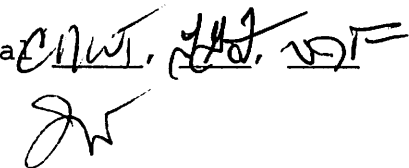
Thence along the proposed right of way line of said Reunion Parkway and the arc of said curve to the left for a distance of 19.98 feet to a ½" iron rod with cap set at the end of said curve being 121.000 feet right of and perpendicular to centerline Station 422+82.702. Said curve having a radius of 14,444.92 feet a central angle of 00°04'45" and a chord distance of 19.98 feet bearing North 31°28'43" East;

Thence continuing along said proposed right of way line, run North 31 degrees 26 minutes 21 seconds East, a distance of 42.30 feet to a ½" iron rod with cap set being 121.000 feet right of and perpendicular to centerline at Station 423+25.00;

Thence continuing along said proposed right of way line, run North 58 degrees 33 minutes 39 seconds West, a distance of 9.73 feet to a ½" iron rod with cap set on the existing right of way line of Interstate 55, being 111.274 feet right of and perpendicular to centerline at Station 423+25.00;

Thence along the Easterly right of way line of said Interstate 55 run North 31°25'25" East, a distance of 50.00 feet to the **Point of Beginning** and containing 0.139 acres, (6,075 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

Initial 

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-T-001

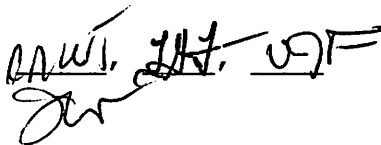
construction of said Project No. 105278 in accordance with the plans and specifications for said project, said plans and specifications however, being subject to change. Upon the completion of the said work of construction the said temporary easement shall terminate and all right, title and interest in and to the above described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The grantors herein further warrant that the above described property is no part of his/her/their homestead.

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 grantors and the grantee, there being no oral agreements or representations of any kind.

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Initial 

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-T-001

STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of December A.D. 2021.

Signature: Tamara Ford
Tamara Ford

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of December, 2021, within my jurisdiction, the within named Tamara Ford, who acknowledged to me that they executed the above and foregoing instrument.

(SEAL)

My commission expires:



Initial _____, _____, CDW

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-T-001

STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of December A.D. 2021.

Signature: *Curtis D. Whittington, Jr.*
Curtis D. Whittington, Jr.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of December, 2021, within my jurisdiction, the within named Curtis D. Whittington, Jr., who acknowledged to me that they executed the above and foregoing instrument.

(SEAL)

My commission expires:

Mary K. Tucker (NOTARY PUBLIC)


Initial _____, _____, _____

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-T-001

STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of December A.D. 2021.

Signature: *Janet E. Whittington*
Janet E. Whittington

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of Dec, 2021, within my jurisdiction, the within named Janet E. Whittington, who acknowledged to me that they executed the above and foregoing instrument.

(SEAL) *Mary K. Tucker* (NOTARY PUBLIC)

My commission expires:



Initial , , *CDW*

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-T-001

STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of Dec. A.D. 2021.

Signature: [Handwritten Signature]
V. John Ford

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of Dec, 2021, within my jurisdiction, the within named V. John Ford, who acknowledged to me that they executed the above and foregoing instrument.

Mary K Tucker (NOTARY PUBLIC)

(SEAL)

My commission expires:



Initial _____, _____, cmw

Curtis D. Whittington, et al.
Project No. 105278
004-00-00-T-001

Grantee, prepared by and return to:
Madison County, Mississippi a body politic
125 West North Street
P.O. Box 608
Canton, MS 39046
Phone: 601-790-2590

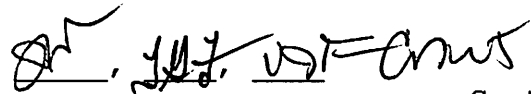
Grantor Address:
Curtis D. Whittington, et al.
1200 North State Street, Suite 330
Jackson, MS 39202
Phone: 601-353-2020

**VARIABLE WIDTH PERMANENT UTILITY EASEMENT AND TEMPORARY
CONSTRUCTION EASEMENT**

INDEXING INSTRUCTIONS:

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

Initial



Curtis D. Whittington, et al.
Project No. 105278

004-00-00 PUE and ADJACENT TEMPORARY CONSTRUCTION EASEMENT

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

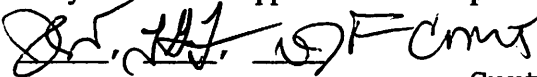
For and in consideration of Two Hundred Twenty and NO/100 Dollars (\$220.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, the undersigned, hereby grant, sell, convey and warrant unto Madison County, Mississippi a political subdivision of the State of Mississippi, a variable width permanent utility easement for public utilities and all public utility related infrastructure 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.

Being a parcel of land situated in the East half (E ½) of the West half (W ½) 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 Curtis Whittington, et al, as recorded by Deed of Trust within Deed Book 919, Page 578 in 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 5,496.20 feet to a point; thence run East for a distance of 7,028.47 feet to the intersection of the Easterly right of way line of Interstate 55 and the Southerly line of the above referenced “Whittington” tract;

Thence along the Southerly line of said “Whittington” tract, run South 58°44’31” East, a distance of 20.00 feet to a point on the Easterly line of an existing twenty (20) foot wide utility easement conveyed to Mississippi Economic Impact Authority as described in Deed Book

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1729, Page 506 and being the **Point of Beginning** of the herein described variable width permanent utility easement;

Thence along the Westerly line of said existing utility easement, run North 31°25'25" East, a distance of 82.25 feet to a point;

Thence departing the Westerly line of said existing utility easement, run South 58°33'39" East, a distance of 9.73 feet to the Northeast corner of the herein described easement;

Thence run South 31°26'21" West, a distance of 62.30 feet to a point of curvature of a curve to the right;

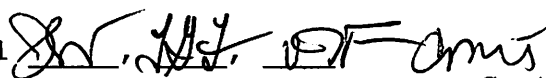
Thence along the arc of said curve to the right for a distance of 19.92 feet to a point on the Southerly line of the above referenced "Whittington" parcel. Said curve having a radius of 14,464.92 feet a central angle of 00°04'44" and a chord distance of 19.92 feet bearing South 31°28'43" West;

Thence along the Southerly line of said "Whittington" tract, run North 58°44'31" West, a distance of 9.70 feet to the Point of Beginning and containing 0.019 acres, (798 Square Feet), more or less.

Also for said consideration, the Grantors do hereby grant, bargain, sell, convey, and warrant to Madison County, Mississippi, a political subdivision of the State of Mississippi, a temporary easement as temporary workspace for the construction and installation of the aforesaid utilities through, over, on and across the following described land:

Being a ten (10) foot wide temporary construction easement running parallel to, adjacent to and along the Easterly and Northerly limits of the above described variable width permanent utility easement and, containing 0.019 acres (829 Square Feet), more or less.

Upon the completion of construction and installation of public utilities, this temporary easement shall terminate and all right, title and interest in and to the immediate above

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described land shall revert to the grantors herein, their heirs, assigns, legal representatives or grantees.

The perpetual easement herein conveyed shall not be affected by the aforesaid completion or the termination of the temporary easement.

It is understood and agreed, and it is the intention of the parties hereto, that the grantee shall have the right ingress and egress to, from, on, over, across, and through the easement areas and the adjacent and contiguous property of the Grantor by reasonable means. The Grantee shall further have the right to sell, assign, transfer, or convey to others the perpetual easement or any part thereof.

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

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.

Initial JW, JH, DFW

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STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of Dec A.D. 2021.

Signature: Tamara Ford
Tamara Ford

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of Dec, 2021, within my jurisdiction, the within named Tamara Ford, who acknowledged to me that they executed the above and foregoing instrument.

(SEAL) Mary K Tucker (NOTARY PUBLIC)

My commission expires: _____


Initial _____, _____, cms

Curtis D. Whittington, et al.
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STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of Dec A.D. 2021.

Signature: Curtis D Whittington
Curtis D. Whittington, Jr.

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of Dec, 2021, within my jurisdiction, the within named Curtis D. Whittington, Jr., who acknowledged to me that they executed the above and foregoing instrument.

(SEAL)

My commission expires



Mary K. Tucker (NOTARY PUBLIC)

Initial _____, _____, _____

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STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of Dec A.D. 2021.

Signature: Janet E. Whittington
Janet E. Whittington

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of Dec, 2021, within my jurisdiction, the within named Janet E. Whittington, who acknowledged to me that they executed the above and foregoing instrument.

(SEAL)

My commission expires:



Mary K. Tucker (NOTARY PUBLIC)

Initial _____, _____, CW

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STATE OF MISSISSIPPI
COUNTY OF MADISON

Witness my signature this the 5th day of Dec A.D. 2021.

Signature: [Handwritten Signature]
V. John Ford

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5th day of Dec, 2021, within my jurisdiction, the within named V. John Ford, who acknowledged to me that they executed the above and foregoing instrument.

(SEAL)

My commission expires:



[Handwritten Signature] (NOTARY PUBLIC)

Initial _____, _____, Curtis

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