# BOARD OF SUPERVISORS

# MADISON COUNTY, MISSISSIPPI

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

October 25, 2022

- 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: 003-00-00-W/003-00-00-T-001

The Engineering Department recommends that the Board accept the invoice for \$2,000.00 for the acquisition of right of way for Reunion Parkway Phase II Project from C.A. Hall III and Nancy K. Hall and Hall Land Company, L.P. to authorize the Comptroller to issue the check.

Check payment to:

Payee:

Nancy K. Hall\$2,000.00P. O. Box 12266Jackson, MS 39236

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 Supplement – Final Closing Statement

Project	Reunion Parkway Phase II	Parcel	003-00-00-W / 003-00-00-T-001		
County	Madison				
Owners	C.A. Hall, III and Nancy K. Hall	Address	P.O. Box 12266		
	and Hall Land Company, L.P		Jackson, MS 39236		
Total Payment Due					
Land:		\$4,200.00 \$0.00			
Damages: Administrative Adjustment:		\$3,800.00			
Total:		\$8,000.00			
Pay Distribution to Date:					
Hall Land Company, L.P P.O. Box 12266					
Jackson, MS 39236		\$4,000.00 - Previously Paid			
Nancy K. Hall P.O. Box 12266					
Jackson, MS	39236	\$2,000.00 - Previously Paid			
Final Payment Due					

# Nancy K. Hall P.O. Box 12266 Jackson, MS 39236

\$2,000.00

Date: 10/ 25/22

Greg M. Thompson

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	003-00-00-W / 003-00-00-T-001	
County	Madison			
Owners	C.A. Hall, III and Nancy K. Hall	Address	P.O. Box 12266	
	and Hall Land Company, L.P		Jackson, MS 39236	
Payment Due Land: Damages: Administrative Adjustment: Total:		\$4,200.00 \$0.00 \$3,800.00 <b>\$8,000.00</b>		
Pay Distribution:				
Hall Land Company, L.P P.O. Box 12266				
Jackson, MS 39236		\$4,000.00		
•	<b>II</b> P.O. Box 12266			
Jackson, MS	39236	\$2,000.00		
C.A. Hall, III Estate \$2,000.00 *DO NOT MAIL CHECK. NO w-9 ON FILE. iROW will send w-9 at a later date for payment of this portion.				

Included herein:

- Initialized FMVO
- Properly executed warranty deed
- Right of Way Plat Maps
- Land Owner Counter Offer approval
- 1. Properly Executed Warranty Deeds & Temporary Easements Properly Executed W-9All considerations agreed on by the abovenamed 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.

Date: 5 /10/22

Greg M. Thompson

#### 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:**

C.A. Hall, III, et al.

P.O. Box 12266

Jackson, MS 39236

Phone: 601-946-5300

#### WARRANTY DEED

**INDEXING INSTRUCTIONS:** 

E <sup>1</sup>/<sub>2</sub> of the W <sup>1</sup>/<sub>2</sub> of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi

Initial Cut, M. Hallfand Compay by Cut .A. Hall, III, et al.

. Hall, III, et al. Project No. 105278 003-00-00-W

# STATE OF MISSISSIPPI

#### **COUNTY OF MADISON**

For and in consideration of Three Thousand Three Hundred Sixty and NO/100 Dollars

(\$3,360.00), 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  $\frac{1}{2}$ ) of the West half (W  $\frac{1}{2}$ ) 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 C.A. Hall, III, et ux, as recorded in Deed Book 385, Page 11 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

**Commencing** at a  $\frac{1}{2}$ " 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 5,877.81 feet to a point; thence run East for a distance of 6,771.18 feet to a  $\frac{1}{2}$ " iron rod with cap set on the proposed right of way line of Reunion Parkway, being 111.000 feet left of and perpendicular to centerline at Station 425+50.00, and being N= 1092628.60, E= 2362784.34, also being the **Point of Beginning** of the herein described parcel;

Thence along the proposed right of way line of Reunion Parkway, run South 55°52'42" East, a distance of 10.70 feet to a point on the Westerly right of way line of Interstate 55 and being on the arc of a curve to the left;

Initial Col. N. Tall Land Company by Curl C.A. Hall, III, et al.

A. Hall, III, et al. Project No. 105278 003-00-00-W

Page 3

Thence along Westerly right of way line of said Interstate 55 and the arc of said curve to the left for a distance of 241.12 feet to the end of said curve. Said curve having a radius of 3,185.50 feet a central angle of 04°20'13" and a chord distance of 241.06 feet bearing South 32°34'20" West;

Thence continuing along the Westerly right of way line of said Interstate 55, run South 31 degrees 29 minutes 00 seconds West, a distance of 94.62 feet to the point of curvature of a curve to the left;

Thence continuing along the Westerly right of way line of said Interstate 55 and the arc of a curve to the left, for a distance of 23.62 feet to a point at the West line of the above referenced C. A. Hall property. Said curve having a radius of 15,735.41 feet a central angle of 00°05'09" and a chord distance of 23.62 feet bearing South 31°26'25" West;

Thence departing said Westerly right of way line and along the West line of Grantors property, run North 00°05'56" West, a distance of 18.72 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 29.70 feet to <sup>1</sup>/<sub>2</sub>" rebar with cap set at the point of tangency and being 111.00 feet left of and perpendicular to centerline Station 422+41.148. Said curve having a radius of 15,737.09 feet a central angle of 00°06'24" and a chord distance of 29.70 feet bearing North 31°22'09" East;

Thence continuing along said proposed right of way line, run North  $31^{\circ}26'21''$  East, a distance of 71.91 feet to a 1/2'' rebar with cap set at the point of curvature of a curve to the right and being 111.00 feet left of and perpendicular to centerline Station 423+13.054;

Thence continuing along the proposed right of way line of said Reunion Parkway and the arc of a curve to the right for a distance of 203.87 feet to  $\frac{1}{2}$ " rebar with cap set at the point of curvature of another curve to the right and being 111.00 feet left of and perpendicular to centerline Station 425+13.054. Said curve having a radius of 5,867.24 feet a central angle of 01°59'28" and a chord distance of 203.86 feet bearing North 32°06'43" East;

Thence continuing along the proposed right of way line of said Reunion Parkway and the arc of another curve to the right for a distance of 38.38 feet to the **Point of Beginning**, and containing 0.073 acres, (3,200 Square Feet), more or less. Said curve having a radius of

Initial (1), N. Hall Company by (1) C.A. Hall, III, et al.

Hall, III, et al. Project No. 105278 003-00-00-W

Page 4

2,975.78 feet a central angle of 00°44'20" and a chord distance of 38.38 feet bearing North 33°48'31" East;

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 warrants 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 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 (ud), N. Hallfand Company by Curl C.A. Hall, II

A. Hall, III, et al. Project No. 105278 003-00-00-W

Witness our signatures this the $\underline{9th}$ day of $\underline{March}$ A.D. 2021.
Signature: C.A. Hall, III
Signature: Mancy K. Hall
Signature: Hall Land Company, L.P. By: C.A. Hall, III, General Partner

Page 5

### STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this <u>9th</u> day of <u>March</u>, 2028, within my jurisdiction, the within named **C.A. Hall, III** and **Nancy K. Hall**, who acknowledged to me that they executed the above and foregoing instrument.

Maria Martin (NOTARY

(SEAL)

My commission expires:  $\frac{8}{3}22$ 

Initial (10), 28, Halloland Company by Co

Hall, III, et al. Project No. 105278 003-00-00-W

## STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this <u>9</u>th day of <u>March</u>, 2020, within my jurisdiction, the within named C.A. Hall, III, who acknowledged to me that he is a General Partner of Hall Land Company, L.P., a Mississippi Limited Partnership, and that as General Partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

Maria Martin (NOTARY PL 8/3/22

(SEAL)

My commission expires:

Initial Cut, 28, Hallfand Company by Cut C.A. Hall, III, et al. Project No. 105278

003-00-00-W

#### 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:**

C.A. Hall, III, et al.

P.O. Box 12266

Jackson, MS 39236

Phone: 601-946-5300

## **TEMPORARY EASEMENT**

INDEXING INSTRUCTIONS:

E <sup>1</sup>/<sub>2</sub> of the W <sup>1</sup>/<sub>2</sub> of Section 29, Township 8 North, Range 2 East, Madison County, Mississippi

Initial and, M. Hallfand Company by and C.A. Hall, III, et al.

) Hall, III, et al. Project No. 105278 003-00-00-T-001

#### STATE OF MISSISSIPPI

#### COUNTY OF MADISON

For and in consideration of Eight Hundred Forty and NO/100 Dollars (\$840.00), 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 as a temporary construction easement:

Being a parcel of land situated in the East half (E  $\frac{1}{2}$ ) of the West half (W  $\frac{1}{2}$ ) 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 C.A. Hall, III, et ux, as recorded in Deed Book 385, Page 11 within the Chancery Clerk's Office of Madison County, Mississippi. Said parcel being more particularly described as follows:

**Commencing** at a  $\frac{1}{2}$ " 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 5,699.33 feet to a point; thence run East for a distance of 6,598.80 feet to a  $\frac{1}{2}$ " iron rod with cap set for the most Northerly corner of the herein described parcel and being 161.000 feet left of and perpendicular to centerline at Station 423+13.054, and also being the **Point of Beginning** of the herein described parcel;

Halffand Empary by CW1 E.A. Hall III, et al. Initial UN

 Thence run South  $58^{\circ}33'39''$  East, a distance of 50.00 feet to a  $\frac{1}{2}''$  iron rod with cap set on the proposed right of way line of the above referenced Reunion Parkway and being 111.000 feet left of and perpendicular to centerline at Station 423+13.054;

Thence along the proposed right of way line of said Reunion Parkway run, South  $31^{\circ}26'21''$  West, a distance of 71.91 feet to a  $\frac{1}{2}''$  iron rod set at the point of curvature of a curve to the left and being 111.000 feet left of and perpendicular to centerline at Station 422+41.148;

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 29.30 feet to the intersection of the Westerly line of the above referenced "C.A. Hall" property. Said curve having a radius of 15,737.09 feet a central angle of 00°06'24" and a chord distance of 29.70 feet bearing South 31°22'09" West;

Thence departing said proposed right of way line and along the Westerly line of said "C.A. Hall" property, run North 00 degrees 05 minutes 56 seconds West, a distance of 95.66 feet to a point;

Thence departing the Westerly line of said "C.A. Hall" property, run North 31°26'21" East, a distance of 20.08 feet to the Point of Beginning, and containing 0.070 acres, (3,041 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.

Initial (1), N. phildend Company

E.A. Hall, III, et al. Project No. 105278 003-00-00-T-001 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.

Witness our signatures this the <u>Ith</u> day of <u>March</u> A.D. 2021,

Signature: Signature: Nancy K. Hall Signature: Hall Land Company, L.P.

By: C.A. Hall, III, General Partner

Initial (1),

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Hallfand Company by Curl C.A. Hall, JIII, et al. Project No. 105278 003-00-00-T-001

### STATE OF MISSISSIPPI COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this <u>9th</u> day of <u>March</u>, 2020, within my jurisdiction, the within named **C.A. Hall, III** and **Nancy K. Hall**, who acknowledged to me that they executed the above and foregoing instrument.

NOTARY P

STATE OF MISSISSIPPI COUNTY OF MADISON

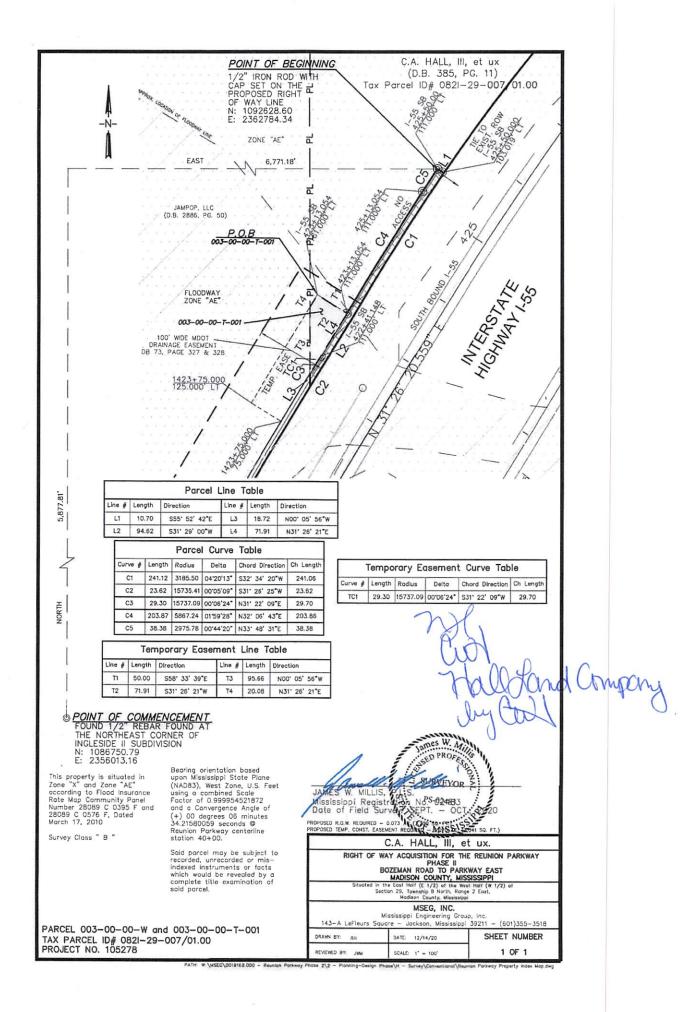
My commission expires:

(SEAL)

Personally appeared before me, the undersigned authority in and for the said county and state, on this <u>Ath</u> day of <u>March</u>, 202<del>P</del>, within my jurisdiction, the within named **C.A. Hall, III**, who acknowledged to me that he is a **General Partner** of **Hall Land Company, L.P.**, a Mississippi Limited Partnership, and that as General Partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and to regoins instrument, after first having been duly authorized by said limited partnership so to do. MARIA MARTIN Commission Expires Wy commission expires: <u>8/3/22</u> Initial (M., M., Martin Marguetter)

A. Hall, III, et al. Project No. 105278 003-00-00-T-001

Page 5



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



Febuary 22, 2022

To: Madison County Board of Supervisors

RE: Landowner Counteroffer Reunion Parkway Phase II – Parcel C03-C0-C0-W / 003-C0-C0-T-OD1 C. A. Hall, III and Nacy K. Hall and Hall Land Company L.P.

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 a recent increase in development in Gluckstadt, growth trends, and surrounding property values.

FMVO (08/05/2021):	\$3,360.00 <u>\$840.00</u> \$4,200.00	(Fee Acquisition Area) (Temp. Construction Easement) (TOTAL)
Admin. Adjust. Request (02/22/2022):	\$3,800.00	(Fee Acquisition Area)
LO Counteroffer Total (02/22/2022):	\$8,000.00	(Inclusive of All Acquisition Rights)

As justification for the administrative adjustment, Mr. Hall could not provide provided land sales that would justify the asking price, however he did discuss his knowledge of the local market and argued that the value of the area of acquisitions should not be heavily discounted due to its location within a flood zone because he planned to use the southern piece of the property for retention and greenspace.

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

After due consideration of the above and attached documents, the Madison County Board of Supervisors has authorized an Administrative Adjustment in the amount of \$\_3,800\_\_\_\_\_\_, for a total offer to purchase all

8,000 Phase II Parcel 003 in the amount of \$ necessary acquisition rights for Reunion frkwa

Signature:

President Supervisors Madison County Board

Date:

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



## Fair Market Value Offer

	C. A. Hall, III and Nancy K. Hall	Date:	August 5, 2021			
Name:	(50%) and Hall Land Company, L.P. (50%)	Project:	105278 - Reunion Parkway-Phase II			
Address:	P.O. Box 12266	_ County:	Madison			
	Jackson, MS 39236	ROW Parcel(S):	003-00-00-W / 003-00-00-T-001			
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 \$4,200.00.						
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:						
The following real property and improvements are being acquired but not owned by you <u>N/A</u>						
Separately held	nterest(s) in the real property are not applicable. These into	erests are not included in	the above fair market value offer.			
Land (W) Fee	Simple Value .073 Acres: \$	3,360.00				
Land (T) Temp	orary Easement Value .070Acres: \$	840.00				

\$\_0.00

\$ \_0.00

Improvements:

Damages:

Total Fair Market Value Offer

S 4,200.00

Right of Way Acquisition Agent

Providing Professional Right of Way Acquisition & Consultation Services

Dhy

ly

Subject: right of way checks

Date: Tuesday, May 10, 2022 at 9:59:35 AM Central Daylight Time

From: khall@majesticmetalsinc.com <khall@majesticmetalsinc.com>

To: Greg Thompson <gthompson@irow.ms>

Good morning,

I need the checks made out to:

CA Hall III estate \$2000.00 Nancy K. Hall \$2000.00 Hall Land Company \$4000.00

Thanks,

Kiley