PREPARED BY AND RETURN TO:	GRANTOR:	GRANTEE:
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC 190 East Capitol Street Suite 100 Jackson, Mississippi 39201 Telephone: 601-948-3101 Attn: Ken Harmon MS Bar #3091	Madison County, Mississippi 125 West North Street Canton, Mississippi 39046 Telephone: 601-855-5500	Canton Sales & Storage Company 3925 North Hastings Way Eau Claire, Wisconsin 54703 Telephone: 715-839-2065

INDEXING INSTRUCTIONS: SE ¼ of Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Madison County, Mississippi, a body politic and corporate duly organized and existing under the laws of the State of Mississippi ("Grantor"), does hereby grant, bargain, sell, convey and warrant unto Canton Sales & Storage Company, a Mississippi corporation ("Grantee"), the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

See Exhibit "A" attached hereto

WITNESS THE SIGNATURE of the	undersigned as of the day of
2025.	
	MADISON COUNTY, MISSISSIPPI
ATTEST: Ronny Lott, Chancery Clerk	By: Gerald Steen, President of the Board of Supervisors
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
and state, on this day of, 20 Gerald Steen and Ronny Lott, who severally a Board of Supervisors and Chancery Clerk, rebody politic and corporate, and that for and or	ndersigned authority in and for the said county 025, within my jurisdiction, the within named acknowledged that they are the President of the espectively, of Madison County, Mississippi, and behalf of said county, and as its act and deed, going instrument, after first having been duly
My commission expires:	Notary Public

Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50 feet to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 321.93 feet to the point of beginning.

Parcel 178:

The following described property, being assessed as Tax Parcel 093D-18D-178/00.00 as of December 31, 2023, conveyed to Madison County, Mississippi for and on behalf of Supervisors District Number one thereof, by Warranty Deed from Madison County Industrial Park Commission, recorded in Book 91, Page 1:

A Lot of land in the City of Canton, County of Madison, State of Mississippi, and lying in the NE¼ of SE¼, Section 18, Township 9 North, Range 3 East and particularly described as beginning at a point that is 65.55 feet South of and 57.50 feet West of the Northeast Corner of the said NE¼ of SE¼ and run thence North 89 degrees 45' West for 655.0 feet along the south ROW line of Street, thence running South 1 degree 27' West for 974.30 feet to Street, thence running North 83 degrees 43' East for 419.77 feet, thence running North for 65.74 feet, thence running South 89 degrees 45' East for 320.0 feet thence running North for 763.60 feet, thence running North 89 degrees 45' West 57.50 feet, thence running North for 97.0 feet to the point of beginning, containing 15.02 acres, more or less.

LESS AND EXCEPT the following described property disclaimed, conveyed and quitclaimed by Disclaimer from Madison County, Mississippi to the Trustees of and for the New Bethel Missionary Baptist Church, dated February 15, 1980, recorded in Book 167 Page 570:

A lot or parcel of land fronting 13.7 feet on the south side of James Avenue, containing 0.13 acres, more or less, being a part of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the south line of James Avenue, said point being the NE corner of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and run South for 97 feet to a point; thence S 89°45'E for 57.5 feet to a point; thence South for 60.6 feet to a point on a fence line extended East; thence West along said extension and fence for 71.2 feet to a fence corner; thence North along the existing fence and its extension for 157.9 feet to a point on the south line of James Avenue; thence S 89°45'E for 13.7 feet to the point of beginning.

AND LESS AND EXCEPT the following described property conveyed by Quitclaim Deed from Madison County to Canton Municipal Utilities, Canton, Mississippi dated July 21, 1999 recorded in Book 446 at Page 292 and in Book 448 at Page 244:

That certain parcel of land situated in the NE¼ of the SE¼ of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being part of Tract "C" Industrial Park Subdivision), described as follows:

EXHIBIT "B"

Legal Description

THE FOLLOWING DESCRIBED PROPERTY, BEING A PERIMETER DESCRIPTION OF PARCEL 178 AND PARCEL 179 (INCLUDING THE 20' STRIP ALONG THE EAST SIDE OF PARCEL 179 CONVEYED TO MADISON COUNTY, MISSISSIPPI BY MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY, SUCCESSOR TO AND FORMERLY KNOWN AS MADISON COUNTY INDUSTRIAL PARK COMMISSION):

A parcel or tract of land, containing 14.94 acres, more or less, lying and being situated in the SE 1/4 of Section 18, T9N-R3E, Madison County, Mississippi, being a part of the Supervisors of District No. 1 of Madison County, Mississippi property as described in Deed Book 91 at Page 1 of the Records of the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being all of the Madison County, Mississippi property as described in Deed Book 151 at Page 561 of the Records of said Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at the NE corner of the NE ¼ of the SE ¼ of said Section 18, T9N-R3E; run thence

South for a distance of 65.55 feet; thence

West for a distance of 57.50 feet to the NE corner of the above referenced Supervisors of District No. 1 of Madison County, Mississippi property, said point also lying at the NE corner of the Canton Municipal Utilities property as described in Deed Book 446 at Page 292 of the Records of said Madison County, Mississippi, said point also lying on the Southerly Right-of-Way of James Avenue as it existed, September, 2024; thence

North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property, the Northerly boundary of said Canton Municipal Utilities property and the Southerly Right-of-Way of said James Avenue for a distance of 120.00 feet to a one-half inch iron rebar lying at the NW corner of said Canton Municipal Utilities property, and POINT OF BEGINNING of the herein described property; thence

Continue North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Southerly Right-of-Way of said James Avenue for a distance of 535.00 feet to a one-half inch iron rebar lying at the NW corner, thereof; thence

Leaving the Southerly Right-of-Way of James Avenue, run South 01 degrees 27 minutes 00 seconds West along the Westerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property for a distance of 974.30 feet to a one-half inch iron rebar lying at the SW corner, thereof, said point also lying on the Northerly Right-of-Way of Matthews Avenue, as it existed in September, 2024; thence

North 83 degrees 43 minutes 00 seconds East along the Southerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Northerly Right-of-Way of said

EXHIBIT "C"

Permitted Exceptions

- 1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
- 2. General and special taxes for the year 2025 and subsequent years.
- 3. City of Canton, Mississippi Corporate Limits as Existing After Annexation October 11, 2006, filed in Plat Cabinet E, Slide 53A.
- 4. Municipal Boundaries of the City of Canton, Madison County, Mississippi, June 17, 2008, filed in Plat Cabinet E, Slides 89A and 89B.
- 5. All matters shown on Plat of Industrial Park Subdivision dated June 26, 1964, filed July 3, 1964 in Plat Book 4 at Page 40.
- 6. Easement from Madison County, Mississippi to City of Canton, Mississippi, dated April 23, 1976, recorded in Book 144, Page 716. (Parcel 178)
- 7. Easement from Udico Electric Company to City of Canton, Mississippi, dated July 25, 1975, recorded in Book 141, Page 98. (Parcel 178)

ADDENDUM FOUR MADISON COUNTY BOARD OF SUPERVISORS

This Addendum, which contains revisions to the Standard Form of Agreement between Owner and Architect, AIA Document B102-2017, dated August 15, 2022, between the parties listed herein and for the project listed herein, shall become an integral part of the Owner and Architect Agreement. Other requirements of the Owner and Architect Agreement shall remain as contained in the original executed agreement.

AGREEMENT made as of the Third Day of February in the year Two Thousand and Twenty-Five.

BETWEEN the Architect's client identified as the Owner:

Madison County Board of Supervisors 125 West North Street Canton, MS

And the Architect:

JH&H Architects/Planners/Interiors PA 1047 North Flowood Drive Flowood, MS

For the following Project:

Madison County – Various Projects Madison County, Mississippi

THE OWNER AND ARCHITECT AGREEMENT IS HEREBY MODIFIED BY THIS ADDENDUM AS FOLLOWS:

ITEM 01:

ARTICLE 1, INITIAL INFORMATION, § 1.1:

ADD the following project to this contract:

"Madison County Camden Community Center Interior Improvements"

ITEM 02:

ARTICLE 6, SCOPE OF THE AGREEMENT, § 16.1:

Compensation shall be based on hourly rates as defined in paragraph 8.4

This Addendum to the Owner and Architect Agreement referenced herein entered unto the date as indicated below.

Owner	Architect Devocate
(Signature)	(Signature)
Gerald Steen, President (Printed Name & Title)	Paul J. Bagley, Principal (Printed Name & Title)
Date:	Date: <u>1-21-25</u>

Form W-9 (Rev. October 2018) Department of the Treasury

Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Madison County, Mississippi		
	2 Business name/disregarded entity name, if different from above	101.100.00	,
oe. ons on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the or another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.	ner. Do not check wner of the LLC is e-member LLC that	Exemption from FATCA reporting code (if any)
Sec	✓ Other (see instructions) > Instrumentality of state		(Applies to accounts maintained outside the U.S.)
κχ	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name ar	nd address (optional)
See	125 West North Street 6 City, state, and ZIP code		
	Canton, Mississippi 39046 7 List account number(s) here (optional)		
	T List account number(s) nere (opnorial)		
Par			
	our TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo		urity number
	withholding. For individuals, this is generally your social security number (SSN). However, fo talien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	ra	
	it alien, sole prophetor, or disregarded entity, see the first details for Part 1, later. Por other i, it is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	a	
TIN, la		or	
Note:	f the account is in more than one name, see the instructions for line 1. Also see What Name a	nd Employer is	dentification number
Numbe	er To Give the Requester for guidelines on whose number to enter.		
_			
Part			
	penalties of perjury, I certify that:		
2. I am Serv	number shown on this form is my correct taxpayer identification number (or I am waiting for a not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I ice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or onger subject to backup withholding; and	have not been not	ified by the Internal Revenue
3. I am	a U.S. citizen or other U.S. person (defined below); and		
4. The	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	is correct.	
you ha orabar	cation Instructions. You must cross out item 2 above if you have been notified by the IRS that you re failed to report all interest and dividends on your tax return. For real estate transactions, item 2 d donment of secured property, cancellation of debt, contributions to an individual retirement arrange erest and dividends, you are not required to sign the certification, but you must provide your correc	oes not apply. For n ement (IRA), and ge	nortgage interest paid, acquisition nerally, payments other
Sign Here	Signature of U.S. person > D	ate ►	
<u></u>	- Form 1000 DIV /div	idande includina ti	hose from stocks or mutual

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- · Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- · An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- · An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities)

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

	
IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single- member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
TrusVestate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
 - 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
 - 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities C-

A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust	The grantor-trustee ¹
(grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC 13. A broker or registered nominee	The partnership The broker or nominee

For this type of account:	Give name and EIN of
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.
- *Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Visit www.irs.gov/ldentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CLOSING STATEMENT

SELLER:

Madison County, Mississippi

BUYER:

Canton Sales & Storage Company, a Mississppi corporation

PROPERTY:

14.94 acres, more or less, located in in the SE 1/4 of Section 18, T9N-R3E, Madison County, Mississippi, known as Parcel 093D-18D-178/00.00, Parcel 093D-18D-179/00.00 (which includes the 20' strip along the east

boundary of Parcel 179)

SETTLEMENT AGENT:

Brunini, Grantham, Grower & Hewes, PLLC

CLOSING DATE:

February ____, 2025

SELLER'S STATEMENT

SALE PRICE

\$5,000.00

LESS:

Legal fees to Seller's Attorney	POC
Proration of 2025 ad valorem taxes	
Parcel 093D-18D-178/00.00	\$0.00
(Taxes paid by Buyer as Lessee)	
Parcel 093D-18D-179/00.00 (EXEMPT)	\$0.00
(20' strip included in Parcel 179)	
Est. recording fees for Correction Deed from City of Canton	\$31.00
Est. recording fees for Quitclaim Deed from CMU	\$31.00
Est. recording fees for Warranty Deed from MCEDA	\$32.00

NET PROCEEDS DUE TO SELLER:

\$4,906.00

BUYER'S STATEM	ENT	
SALE PRICE:		\$5,000.00
PLUS:		
Recording fees for Warranty Deed to Buyer	POC	
Pre-Closing title search fees	POC	
Post-Closing title update fees	POC	
Owner's Title Insurance Premium	POC	
Balance due for survey to McMaster & Associates, Inc.	POC	
(Invoice 3284 \$15,596.62 previously POC)		
Legal fee to Buyer's Counsel	POC	
LESS:		
Proration of 2025 ad valorem taxes		
Parcel 093D-18D-178/00.00	\$0.00	
(Taxes paid by Buyer as Lessee)		
Parcel 093D-18D-179/00.00 (EXEMPT)	\$0.00	
(20' strip included in Parcel 179)		
NET DUE FROM BUYER:		\$5,000.00
DISBURSEMENT	T'S	
Net proceeds to Seller.	\$4,906.00	

Net proceeds to Seller.	\$4,906.00	
Recording fees to Madison County Chancery Clerk	\$94.00	
TOTAL DISBURSEMENTS AT CLOSING		\$5,000.00
RECEIPT	`S	
RECEIPT Net funds from Buyer at closing	\$5,000.00	

Seller and Buyer hereby acknowledge and agree that Brunini, Grantham, Grower & Hewes, PLLC represents the interests of the Buyer in this transaction and that Seller has sought such legal counsel and advice as Seller deemed necessary.

In consideration of Buyer agreeing to purchase the property, Seller represent and warrant to Buyer that there are not any real estate or brokerage commissions payable in connection with this transaction to any party claiming through Seller, or that Seller will pay any and all such commissions outside of closing. In the event that the preceding is wholly or partially incorrect or false, Seller agrees to indemnify and hold Buyer harmless from any and all costs, expenses, attorneys' fees, losses or damages that Buyer may incur.

Seller and Buyer hereby agree that the foregoing is a true and complete representation of the disbursements of funds at the Closing and hereby authorize and consent to the disbursement of funds in accordance herewith.

The parties agree to promptly correct any errors or omissions to this Closing Statement after notice from the other party in writing, by either the payment of any deficiency or the return of any overpayment in immediately available funds, as the case may be.

The parties may execute this closing statement in two or more counterparts, which shall, in the aggregate, be signed by all parties and which shall constitute one and the same instrument.

[Signatures appear on the following page.]

Ву	:
	Gerald Steen, President of the Board o Supervisors
ВU	YER:
	J YER: nton Sales & Storage Company, a

PREPARED BY AND RETURN TO:	GRANTOR:	GRANTEE:
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC 190 East Capitol Street Suite 100 Jackson, Mississippi 39201 Telephone: 601-948-3101 Attn: Ken Harmon MS Bar #3091	Madison County Economic Development Authority 135 Mississippi Pkwy. Canton, MS 39046 (601) 605-0368	Canton Sales & Storage Company 3925Madison County, Mississippi 125 West North Hastings WayStreet Eau Claire, Wisconsin 54703 Canton, Mississippi 39046 Telephone: 715-839-2065601-855- 5500

INDEXING INSTRUCTIONS: SE 1/4 of Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Madison County Economic Development Authority, a duly constituted Economic Development Authority established by the Madison County Board of Supervisors pursuant to Chapter 947, Local and Private Laws of 1979, as amended, successor to and formerly known as Madison County Industrial Park Commission ("Grantor"), does hereby grant, bargain, sell, convey and warrant unto Canton Sales & Storage Company, a Mississippi corporation Madison County, Mississippi, a body politic and 04621281

corporate duly organized and existing under the laws of the State of Mississippi ("Grantee"), the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

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See Exhibit "A" attached hereto

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "B", which is attached hereto and incorporated herein (the "Permitted Exceptions").

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all easements and rights-of-way appurtenant to the property described in Exhibit "A" and all right, title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and gores adjacent or appurtenant to the property described in Exhibit "A", and all railroad tracks, railroad spurs, and railroad track materials and appurtenances, whether constituting real or personal property, located on the property described in Exhibit "A".

At a meeting of the Board of Directors of Madison County Economic Development Authority, held on _______, 2025, and set forth in the Minutes of said meeting, a copy of which is attached hereto as Exhibit "C", the Board of Directors of Madison County Economic Development Authority approved the sale and conveyance of the property conveyed herein.

Ad valorem taxes for the year 2025 shall be paid by Grantee, if any.

[Signature appears on the following page]

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WITNESS THE SIGNAT	TURE of the undersigned as of the day of
2025.	
	MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY
	By: Joseph P. Deason Executive Director
STATE OF MISSISSIPPI COUNTY OF MADISON	
state, on this day of Joseph P. Deason, who acknowle Economic Development Author established by the Madison Cour Private Laws of 1979, as amended	re me, the undersigned authority in and for the said county an 2025, within my jurisdiction, the within name edged that he is the Executive Director of the Madison Countrity, a duly constituted Economic Development Authority Board of Supervisors pursuant to Chapter 947, Local and, and that for and on behalf of the said Authority and as its acred the above and foregoing instrument, after first having beer so to do.
state, on this day of Joseph P. Deason, who acknowle Economic Development Author established by the Madison Cour Private Laws of 1979, as amended and deed, he executed and deliver	, 2025, within my jurisdiction, the within name edged that he is the Executive Director of the Madison Countrity, a duly constituted Economic Development Authority Board of Supervisors pursuant to Chapter 947, Local and, and that for and on behalf of the said Authority and as its acred the above and foregoing instrument, after first having bee

EXHIBIT "A"

Legal Description

A tract of land located in the East ½ of the SE ½ of Section 18, Township 9 North, Range 3 East, in the County of Madison, State of Mississippi, and more particularly described as follows:

A strip 20 feet in width evenly off the east side of the following described parcel:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue, also known as Matthews Drive), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N-R3E; thence run South along the Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50

feet to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 321.93 feet to the point of beginning.

The above described 20 foot strip, being the easternmost 20 feet of the above-described parcel which lies immediately west of and adjacent to the east boundary of Section 18.

EXHIBIT "B"

Permitted Exceptions

- Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
- 2. General and special taxes for the year 2025 and subsequent years.
- City of Canton, Mississippi Corporate Limits as Existing After Annexation October 11, 2006, filed in Plat Cabinet E, Slide 53A.
- Municipal Boundaries of the City of Canton, Madison County, Mississippi, June 17, 2008, filed in Plat Cabinet E, Slides 89A and 89B.
- All matters shown on Plat of Industrial Park Subdivision dated June 26, 1964, filed July 3, 1964 in Plat Book 4 at Page 40.

EXHIBIT "C"

[See attached Minutes of meeting of the Board of Directors of Madison County Economic Development Authority]

PREPARED BY AND RETURN TO:	GRANTOR:	GRANTEE:
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC 190 East Capitol Street Suite 100 Jackson, Mississippi 39201 Telephone: 601-948-3101 Attn: Ken Harmon MS Bar #3091	Madison County, Mississippi 125 West North Street Canton, Mississippi 39046 Telephone: 601-855-5500	Canton Sales & Storage Company 3925 North Hastings Way Eau Claire, Wisconsin 54703 Telephone: 715-839-2065

INDEXING INSTRUCTIONS: SE ¼ of Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Madison County, Mississippi, a body politic and corporate duly organized and existing under the laws of the State of Mississippi, and Madison County, Mississippi, for and on behalf of Supervisors District Number One thereof (collectively, "_("Grantor"), does hereby grant, bargain, sell, convey and warrant unto Canton Sales & Storage Company, a Mississippi corporation ("Grantee"), the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

See Exhibit "A" attached hereto

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee the land and property more particularly described in Exhibit "B" attached hereto.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "C", which is attached hereto and incorporated herein (the "Permitted Exceptions").

For the same consideration, Grantor does hereby sell, convey, and quitclaim to Grantee all easements and rights-of-way appurtenant to the property described in Exhibit "A" or Exhibit "B" and all right, title, and interest owned by Grantor in and to any streets, roads, and alleyways and any strips and gores adjacent or appurtenant to the property described in Exhibit "A" or Exhibit "B", and all railroad tracks, railroad spurs, and railroad track materials and appurtenances, whether constituting real or personal property, located on the property described in Exhibit "A" or Exhibit "B".

Ad valorem taxes for the year 2025 shall be paid by Grantee.

[Signature appears on the following page]

2

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WITNESS THE SIGNATURE of the	undersigned as of the day of,
2025.	
	MADISON COUNTY, MISSISSIPPI
ATTEST: Ronny Lott, Chancery Clerk	By: Gerald Steen, President of the Board
Rolling Lou, Chancery Clerk	of Supervisors
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
and state, on this day of, 2. Gerald Steen and Ronny Lott, who severally Board of Supervisors and Chancery Clerk, re body politic and corporate, and that for and o	ndersigned authority in and for the said county 025, within my jurisdiction, the within named acknowledged that they are the President of the espectively, of Madison County, Mississippi, an behalf of said county, and as its act and deed, egoing instrument, after first having been duly
My commission expires:	Notary Public

EXHIBIT "A"

Legal Description

Parcel 179:

The following described property, being assessed as Tax Parcel 093D-18D-179/00.00 as of December 31, 2023, conveyed to Madison County, Mississippi, by Quitclaim Deed from the City of Canton, Mississippi, recorded in Book 151, Page 561, as corrected by Correction Quitclaim Deed executed by the City of Canton, Mississippi, as Grantor, and Madison County, Mississippi, as Grantee, recorded in Book ______, Page _____:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue, also known as Matthews Drive), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N-R3E; thence run South along the

Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50 feet to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 321.93 feet to the point of beginning.

Less and except a strip 20 feet in width evenly off the east side of said tract, which was less and excepted from the description set forth in the Warranty Deed recorded in Book 85 at Page 501.

Parcel 178:

The following described property, being assessed as Tax Parcel 093D-18D-178/00.00 as of December 31, 2023, conveyed to Madison County, Mississippi for and on behalf of Supervisors District Number one thereof, by Warranty Deed from Madison County Industrial Park Commission, recorded in Book 91, Page 1:

A Lot of land in the City of Canton, County of Madison, State of Mississippi, and Iying in the NE¼ of SE¼, Section 18, Township 9 North, Range 3 East and particularly described as beginning at a point that is 65.55 feet South of and 57.50 feet West of the Northeast Corner of the said NE¼ of SE¼ and run thence North 89 degrees 45' West for 655.0 feet along the south ROW line of Street, thence running South 1 degree 27' West for 974.30 feet to Street, thence running North 83 degrees 43' East for 419.77 feet, thence running North for 65.74 feet, thence running South 89 degrees 45' East for 320.0 feet thence running North for 763.60 feet, thence running North 89 degrees 45' West 57.50 feet, thence running North for 97.0 feet to the point of beginning, containing 15.02 acres, more or less.

LESS AND EXCEPT the following described property disclaimed, conveyed and quitclaimed by Disclaimer from Madison County, Mississippi to the Trustees of and for the New Bethel Missionary Baptist Church, dated February 15, 1980, recorded in Book 167 Page 570:

A lot or parcel of land fronting 13.7 feet on the south side of James Avenue, containing 0.13 acres, more or less, being a part of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the south line of James Avenue, said point being the NE corner of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and run South for 97 feet to a point; thence S 89°45'E for 57.5 feet to a point; thence South for 60.6 feet to a point on a fence line extended East; thence West along said extension and fence for 71.2 feet to a fence corner; thence North along the existing fence and its extension for 157.9 feet to a point on the south line of James Avenue; thence S 89°45'E for 13.7 feet to the point of beginning.

AND LESS AND EXCEPT the following described property conveyed by Quitclaim Deed from Madison County to Canton Municipal Utilities, Canton, Mississippi dated July 21, 1999 recorded in Book 446 at Page 292 and in Book 448 at Page 244:

5

That certain parcel of land situated in the NE¼ of the SE¼ of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being part of Tract "C" Industrial Park Subdivision), described as follows:

Commencing at the northeast corner of Tract "C" adjacent to James Avenue continue west along James Avenue 120', thence continue south 120', thence continue east 120', thence continue north 120' to the point of beginning. Subject property being the location of a 500,000 gallon water storage tank.

EXHIBIT "B"

Legal Description

A tract of land located in the East ½ of the SE ¼ of Section 18, Township 9 North, Range 3 East, in the County of Madison, State of Mississippi, and more particularly described as follows:

A strip 20 feet in width evenly off the east side of the following described parcel:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue, also known as Matthews Drive), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right of way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right of way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N R3E; thence run South along the Easterly boundary of said Section 18, T9N R3E, for a distance of 30.50 feet to a point on the north right-of-way line of Matthews Avenue; and

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thence run South 83° 43' West along said right of way line for a distance of 321.93 feet to the point of beginning.

The above described 20 foot strip, being the easternmost 20 feet of the above described parcel which lies immediately west of and adjacent to the east boundary of Section 18.

AND ALSO THE FOLLOWING DESCRIBED PROPERTY, BEING A PERIMETERDESCRIPTION OF PARCELS PARCEL, 178, AND PARCEL, 179 AND (INCLUDING THE
20' STRIP DESCRIBED ABOVE: ALONG THE EAST SIDE OF PARCEL 179
CONVEYED TO MADISON COUNTY, MISSISSIPPI BY MADISON COUNTY
ECONOMIC DEVELOPMENT AUTHORITY, SUCCESSOR TO AND FORMERLY
KNOWN AS MADISON COUNTY INDUSTRIAL PARK COMMISSION):

A parcel or tract of land, containing 14.94 acres, more or less, lying and being situated in the SE 1/4 of Section 18, T9N-R3E, Madison County, Mississippi, being a part of the Supervisors of District No. 1 of Madison County, Mississippi property as described in Deed Book 91 at Page 1 of the Records of the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being all of the Madison County, Mississippi property as described in Deed Book 151 at Page 561 of the Records of said Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at the NE corner of the NE 1/4 of the SE 1/4 of said Section 18, T9N-R3E; run thence

South for a distance of 65.55 feet; thence

West for a distance of 57.50 feet to the NE corner of the above referenced Supervisors of District No. 1 of Madison County, Mississippi property, said point also lying at the NE corner of the Canton Municipal Utilities property as described in Deed Book 446 at Page 292 of the Records of said Madison County, Mississippi, said point also lying on the Southerly Right-of-Way of James Avenue as it existed, September, 2024; thence

North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property, the Northerly boundary of said Canton Municipal Utilities property and the Southerly Right-of-Way of said James Avenue for a distance of 120.00 feet to a one-half inch iron rebar lying at the NW corner of said Canton Municipal Utilities property, and POINT OF BEGINNING of the herein described property; thence

Continue North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Southerly Right-of-Way of said James Avenue for a distance of 535.00 feet to a one-half inch iron rebar lying at the NW corner, thereof; thence

Leaving the Southerly Right-of-Way of James Avenue, run South 01 degrees 27 minutes 00 seconds West along the Westerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property for a distance of 974.30 feet to a one-half inch iron rebar lying at the SW corner, thereof, said point also lying on the Northerly Right-of-Way of Matthews Avenue, as it existed in September, 2024; thence

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North 83 degrees 43 minutes 00 seconds East along the Southerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Northerly Right-of-Way of said Matthews Avenue for a distance of 419.77 feet to a one-half inch iron rebar lying at the SW corner of the above referenced Madison County, Mississippi property; thence

Leaving the Southerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property, continue North 83 degrees 43 minutes 00 seconds East along the Northerly Right-of-Way of said Matthews Avenue and the Southerly boundary of said Madison County, Mississippi, property for a distance of 321.93 feet to a one-half inch iron rebar lying at the SE corner of said Madison County, Mississippi property, said point also lying on the Easterly boundary of the above referenced Section 18, T9N-R3E; thence

Leaving the Northerly Right-of-Way of said Matthews Avenue, run North along the Easterly boundary of said Madison County, Mississippi property, the Easterly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property and the Easterly boundary of said Section 18, T9N-R3E, for a distance of 732.10 feet to a one-half inch iron rebar lying at the SE corner of the Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property as described in Deed Book 167 Page 570 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Easterly boundary of said Section 18, T9N-R3E, run West along the Southerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property for a distance of 71.20 feet to a one-half inch iron rebar lying at the SW corner, thereof; thence

North along the Westerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property for a distance of 37.90 feet to a one-half inch iron rebar lying on the Southerly boundary of above referenced Canton Municipal Utilities property; thence

Leaving the Westerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property, run North 89 degrees 45 minutes 00 seconds West along the Southerly boundary of said Canton Municipal Utilities property for a distance of 106.30 feet to a one-half inch iron rebar lying at the SW corner, thereof; thence

North along the Westerly boundary of said Canton Municipal Utilities property for a distance of 120.00 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

EXHIBIT "C"

Permitted Exceptions

- 1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
- 2. General and special taxes for the year 2025 and subsequent years.
- City of Canton, Mississippi Corporate Limits as Existing After Annexation October 11, 2006, filed in Plat Cabinet E, Slide 53A.
- Municipal Boundaries of the City of Canton, Madison County, Mississippi, June 17, 2008, filed in Plat Cabinet E, Slides 89A and 89B.
- All matters shown on Plat of Industrial Park Subdivision dated June 26, 1964, filed July 3, 1964 in Plat Book 4 at Page 40.
- Easement from Madison County, Mississippi to City of Canton, Mississippi, dated April 23, 1976, recorded in Book 144, Page 716. (Parcel 178)
- 7. Easement from Udico Electric Company to City of Canton, Mississippi, dated July 25, 1975, recorded in Book 141, Page 98. (Parcel 178)

EXHIBIT "D"

[See Minutes of meeting of the Board of Supervisors attached]

RESOLUTIONS OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI

RESOLVED, that the Board of Supervisors authorizes Madison County, Mississippi (the "County") to sell that certain real property lying and being situated in the City of Canton, Madison County, Mississippi, more particularly described in Exhibit A and Exhibit B attached hereto and incorporated herein, further identified as being 14.94 acres, more or less, and currently assessed as Tax Parcel 093D-18D-179/00.00 ("Parcel 179") and Tax Parcel 093D-18D-178/00.00 ("Parcel 178"),") (the "Property"), for a gross sale price of \$5,000.00 pursuant to the exercise by Canton Sales and Storage Company ("CSSC") of its option to purchase the Property as provided in Sections 7.03 and 7.04 of the Lease Agreement between the County, as Lessor, and Canton Manufacturing Company, as Lessee, dated July 1, 1976, as amended by Amendment of Lease Agreement, effective as of October 1, 1977, and as assigned to CSSC, as Lessee, by Lease Assignment and Assumption, dated December 22, 1988 (collectively, the "Lease"); and

RESOLVED, that pursuant to Section 7.04 of the Lease, the purchase price payable if CSSC purchases the leased premises or any portion thereof shall be the sum of \$5,000.00 to be paid to the County plus the full amount necessary to pay or redeem all outstanding Bonds. There are no Bonds outstanding; therefore, the purchase price shall be \$5,000.00 to be paid to the County; and

RESOLVED, that pursuant to Section 7.05 of the Lease the County shall, upon payment of the purchase price hereinabove specified, deliver to the Company a warranty deed transferring good and marketable title to the premises free and clear of all liens and encumbrances other than as set forth therein; and

RESOLVED, that the Board authorizes ——Gerald Steen, in his capacity as ——President of the Board of Supervisors, for the County, in the name of and on behalf of the County, to execute and deliver any documents and take any actions deemed reasonably necessary to sell the Property to the Company and convey good and marketable title to the premises free and clear of all liens and encumbrances (other than permitted encumbrances as listed in Exhibit C attached hereto), including, but not limited to, the following documents: Warranty Deed (conveying by warranty the property described in Exhibit A and by quitclaim the property described in Exhibit B), joinder in Correction Warranty Deed from the City of Canton to the County, closing statement, bill of sale, and affidavits, the necessity of which is evidenced by the execution and

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EXHIBIT "A"

Legal Description

Parcel 179:

The following described property, being assessed as Tax Parcel 093D-18D-179/00.00 as of December 31, 2023, conveyed to Madison County, Mississippi, by Quitclaim Deed from the City of Canton, Mississippi, recorded in Book 151, Page 561, as corrected by Correction Quitclaim Deed executed by the City of Canton, Mississippi, as Grantor, and Madison County, Mississippi, as Grantee, recorded in Book ______, Page ______:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue, also known as Matthews Drive), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 55.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N-R3E; thence run South along the Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50 feet to a point on the north right-of-way line of Matthews Avenue; and thence run

South 83° 43' West along said right-of-way line for a distance of 321.93 feet to the point of beginning.

Less and except a strip 20 feet in width evenly off the east side of said tract, which was less and excepted from the description set forth in the Warranty Deed recorded in Book 85 at Page 501.

Parcel 178:

The following described property, being assessed as Tax Parcel 093D-18D-178/00.00 as of December 31, 2023, conveyed to Madison County, Mississippi for and on behalf of Supervisors District Number one thereof, by Warranty Deed from Madison County Industrial Park Commission, recorded in Book 91, Page 1:

A Lot of land in the City of Canton, County of Madison, State of Mississippi, and lying in the NE¼ of SE¼, Section 18, Township 9 North, Range 3 East and particularly described as beginning at a point that is 65.55 feet South of and 57.50 feet West of the Northeast Corner of the said NE¼ of SE¼ and run thence North 89 degrees 45' West for 655.0 feet along the south ROW line of Street, thence running South 1 degree 27' West for 974.30 feet to Street, thence running North 83 degrees 43' East for 419.77 feet, thence running North for 65.74 feet, thence running South 89 degrees 45' East for 320.0 feet thence running North for 763.60 feet, thence running North 89 degrees 45' West 57.50 feet, thence running North for 97.0 feet to the point of beginning, containing 15.02 acres, more or less.

LESS AND EXCEPT the following described property disclaimed, conveyed and quitclaimed by Disclaimer from Madison County, Mississippi to the Trustees of and for the New Bethel Missionary Baptist Church, dated February 15, 1980, recorded in Book 167 Page 570:

A lot or parcel of land fronting 13.7 feet on the south side of James Avenue, containing 0.13 acres, more or less, being a part of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the south line of James Avenue, said point being the NE corner of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and run South for 97 feet to a point; thence S 89°45'E for 57.5 feet to a point; thence South for 60.6 feet to a point on a fence line extended East; thence West along said extension and fence for 71.2 feet to a fence corner; thence North along the existing fence and its extension for 157.9 feet to a point on the south line of James Avenue; thence S 89°45'E for 13.7 feet to the point of beginning.

AND LESS AND EXCEPT the following described property conveyed by Quitclaim Deed from Madison County to Canton Municipal Utilities, Canton, Mississippi dated July 21, 1999 recorded in Book 446 at Page 292 and in Book 448 at Page 244:

That certain parcel of land situated in the NE¼ of the SE¼ of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being part of Tract "C" Industrial Park Subdivision), described as follows:

Commencing at the northeast corner of Tract "C" adjacent to James Avenue continue west along James Avenue 120', thence continue south 120', thence continue east 120', thence continue north 120' to the point of beginning. Subject property being the location of a 500,000 gallon water storage tank.

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EXHIBIT "B"

Legal Description

A tract of land located in the East ½ of the SE ¼ of Section 18, Township 9 North, Range 3 East, in the County of Madison, State of Mississippi, and more particularly described as follows:

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A strip 20 feet in width evenly off the east side of the following described parcel:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue, also known as Matthews Drive), described as follows:

Commencing at the point of intersection of the east right of way line of Lincoln Avenue with the north right of way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right of way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right of way line of Matthews Avenue; and thence run South 83° 43' West along said right of way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right of way line of Lincoln Avenue with the north right of way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right of way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N-R3E; thence run South along the Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50 feet to a point on the north right of way line of Matthews Avenue; and thence run South 83° 43' West along said right of way line for a distance of 321.93 feet to the point of beginning.

The above described 20 foot strip, being the easternmost 20 feet of the above-described parcel which lies immediately west of and adjacent to the east boundary of Section 18.

AND ALSO THE FOLLOWING DESCRIBED PROPERTY, BEING A PERIMETER* DESCRIPTION OF PARCELSPARCEL 178, AND PARCEL 179 AND (INCLUDING THE 20' STRIP DESCRIBED ABOVE: ALONG THE EAST SIDE OF PARCEL 179 CONVEYED TO MADISON COUNTY, MISSISSIPPI BY MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY, SUCCESSOR TO AND FORMERLY KNOWN AS MADISON COUNTY INDUSTRIAL PARK COMMISSION):

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A parcel or tract of land, containing 14.94 acres, more or less, lying and being situated in the SE 1/4 of Section 18, T9N-R3E, Madison County, Mississippi, being a part of the Supervisors of District No. 1 of Madison County, Mississippi property as described in Deed Book 91 at Page 1 of the Records of the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being all of the Madison County, Mississippi property as described in Deed Book 151 at Page 561 of the Records of said Madison County, Mississippi, and being more particularly described as follows:

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COMMENCING at the NE corner of the NE ¼ of the SE ¼ of said Section 18, T9N-R3E; run thence

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South for a distance of 65.55 feet; thence

West for a distance of 57.50 feet to the NE corner of the above referenced Supervisors of District No. 1 of Madison County, Mississippi property, said point also lying at the NE corner of the Canton Municipal Utilities property as described in Deed Book 446 at Page 292 of the Records of said Madison County, Mississippi, said point also lying on the Southerly Right-of-Way of James Avenue as it existed, September, 2024; thence

North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property, the Northerly boundary of said Canton Municipal Utilities property and the Southerly Right-of-Way of said James Avenue for a distance of 120.00 feet to a one-half inch iron rebar lying at the NW corner of said Canton Municipal Utilities property, and POINT OF BEGINNING of the herein described property; thence

Continue North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Southerly Right-of-Way of said James Avenue for a distance of 535.00 feet to a one-half inch iron rebar lying at the NW corner, thereof; thence

Leaving the Southerly Right-of-Way of James Avenue, run South 01 degrees 27 minutes 00 seconds West along the Westerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property for a distance of 974.30 feet to a one-half inch iron rebar lying at the SW corner, thereof, said point also lying on the Northerly Right-of-Way of Matthews Avenue, as it existed in September, 2024; thence

North 83 degrees 43 minutes 00 seconds East along the Southerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Northerly Right-of-Way of said Matthews Avenue for a distance of 419.77 feet to a one-half inch iron rebar lying at the SW corner of the above referenced Madison County, Mississippi property; thence

Leaving the Southerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property, continue North 83 degrees 43 minutes 00 seconds East along the Northerly Right-of-Way of said

Matthews Avenue and the Southerly boundary of said Madison County, Mississippi, property for a distance of 321.93 feet to a one-half inch iron rebar lying at the SE corner of said Madison County, Mississippi property, said point also lying on the Easterly boundary of the above referenced Section 18, T9N-R3E; thence

Leaving the Northerly Right-of-Way of said Matthews Avenue, run North along the Easterly boundary of said Madison County, Mississippi property, the Easterly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property and the Easterly boundary of said Section 18, T9N-R3E, for a distance of 732.10 feet to a one-half inch iron rebar lying at the SE corner of the Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property as described in Deed Book 167 Page 570 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Easterly boundary of said Section 18, T9N-R3E, run West along the Southerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property for a distance of 71.20 feet to a one-half inch iron rebar lying at the SW corner, thereof; thence

North along the Westerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property for a distance of 37.90 feet to a one-half inch iron rebar lying on the Southerly boundary of above referenced Canton Municipal Utilities property; thence

Leaving the Westerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property, run North 89 degrees 45 minutes 00 seconds West along the Southerly boundary of said Canton Municipal Utilities property for a distance of 106.30 feet to a one-half inch iron rebar lying at the SW corner, thereof; thence

North along the Westerly boundary of said Canton Municipal Utilities property for a distance of 120.00 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

EXHIBIT "C"

Permitted Exceptions

- Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
- 2. General and special taxes for the year 2025 and subsequent years.
- 3. City of Canton, Mississippi Corporate Limits as Existing After Annexation October 11, 2006, filed in Plat Cabinet E, Slide 53A.
- Municipal Boundaries of the City of Canton, Madison County, Mississippi, June 17, 2008, filed in Plat Cabinet E, Slides 89A and 89B.
- 5. All matters shown on Plat of Industrial Park Subdivision dated June 26, 1964, filed July 3, 1964 in Plat Book 4 at Page 40.
- 6. Easement from Madison County, Mississippi to City of Canton, Mississippi, dated April 23, 1976, recorded in Book 144, Page 716. (Parcel 178)
- 7. Easement from Udico Electric Company to City of Canton, Mississippi, dated July 25, 1975, recorded in Book 141, Page 98. (Parcel 178)

PREPARED BY AND RETURN TO:	GRANTOR:	GRANTEE:
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC 190 East Capitol Street Suite 100 Jackson, Mississippi 39201 Telephone: 601-948-3101 Attn: Ken Harmon MS Bar #3091	Madison County, Mississippi 125 West North Street Canton, Mississippi 39046 Telephone: 601-855-5500	Canton Sales & Storage Company 3925 North Hastings Way Eau Claire, Wisconsin 54703 Telephone: 715-839-2065

INDEXING INSTRUCTIONS: SE ¼ of Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Madison County, Mississippi, a body politic and corporate duly organized and existing under the laws of the State of Mississippi ("Grantor"), does hereby grant, bargain, sell, convey and warrant unto Canton Sales & Storage Company, a Mississippi corporation ("Grantee"), the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

See Exhibit "A" attached hereto

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee the land and property more particularly described in Exhibit "B" attached hereto.

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit "C", which is attached hereto and incorporated herein (the "Permitted Exceptions").

For the same consideration, Grantor does hereby sell, convey, and quitclaim to Grantee all easements and rights-of-way appurtenant to the property described in Exhibit "A" or Exhibit "B" and all right, title, and interest owned by Grantor in and to any streets, roads, and alleyways and any strips and gores adjacent or appurtenant to the property described in Exhibit "A" or Exhibit "B", and all railroad tracks, railroad spurs, and railroad track materials and appurtenances, whether constituting real or personal property, located on the property described in Exhibit "A" or Exhibit "B".

At a meeting of the Board of Supervisors of Madison County, Mississippi, held on February 3, 2025, and set forth in the Minutes of said meeting, a copy of which is attached hereto as Exhibit "D", the Board of Supervisors approved the sale and conveyance of the property conveyed herein.

Ad valorem taxes for the year 2025 shall be paid by Grantee.

[Signature appears on the following page]

WITNESS THE SIGNATURE of the	undersigned as of the day of
2025.	
	MADISON COUNTY, MISSISSIPPI
ATTEST: Ronny Lott, Chancery Clerk	By:
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
and state, on this day of, 2 Gerald Steen and Ronny Lott, who severally Board of Supervisors and Chancery Clerk, r body politic and corporate, and that for and of	ndersigned authority in and for the said county 025, within my jurisdiction, the within named acknowledged that they are the President of the espectively, of Madison County, Mississippi, and behalf of said county, and as its act and deed, egoing instrument, after first having been duly
My commission expires:	Notary Public

EXHIBIT "A"

Legal Description

Parcel 179:

The following described property, being assessed as Tax Parcel 093D-18D-179/00.00 as of December 31, 2023, conveyed to Madison County, Mississippi, by Quitclaim Deed from the City of Canton, Mississippi, recorded in Book 151, Page 561, as corrected by Correction Quitclaim Deed executed by the City of Canton, Mississippi, as Grantor, and Madison County, Mississippi, as Grantee, recorded in Book _____, Page _____:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue, also known as Matthews Drive), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N-R3E; thence run South along the

Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50 feet to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 321.93 feet to the point of beginning.

Parcel 178:

The following described property, being assessed as Tax Parcel 093D-18D-178/00.00 as of December 31, 2023, conveyed to Madison County, Mississippi for and on behalf of Supervisors District Number one thereof, by Warranty Deed from Madison County Industrial Park Commission, recorded in Book 91, Page 1:

A Lot of land in the City of Canton, County of Madison, State of Mississippi, and lying in the NE¼ of SE¼, Section 18, Township 9 North, Range 3 East and particularly described as beginning at a point that is 65.55 feet South of and 57.50 feet West of the Northeast Corner of the said NE¼ of SE¼ and run thence North 89 degrees 45' West for 655.0 feet along the south ROW line of Street, thence running South 1 degree 27' West for 974.30 feet to Street, thence running North 83 degrees 43' East for 419.77 feet, thence running North for 65.74 feet, thence running South 89 degrees 45' East for 320.0 feet thence running North for 763.60 feet, thence running North 89 degrees 45' West 57.50 feet, thence running North for 97.0 feet to the point of beginning, containing 15.02 acres, more or less.

LESS AND EXCEPT the following described property disclaimed, conveyed and quitclaimed by Disclaimer from Madison County, Mississippi to the Trustees of and for the **New Bethel Missionary Baptist Church**, dated February 15, 1980, recorded in **Book 167 Page 570**:

A lot or parcel of land fronting 13.7 feet on the south side of James Avenue, containing 0.13 acres, more or less, being a part of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the south line of James Avenue, said point being the NE corner of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and run South for 97 feet to a point; thence S 89°45'E for 57.5 feet to a point; thence South for 60.6 feet to a point on a fence line extended East; thence West along said extension and fence for 71.2 feet to a fence corner; thence North along the existing fence and its extension for 157.9 feet to a point on the south line of James Avenue; thence S 89°45'E for 13.7 feet to the point of beginning.

AND LESS AND EXCEPT the following described property conveyed by Quitclaim Deed from Madison County to Canton Municipal Utilities, Canton, Mississippi dated July 21, 1999 recorded in Book 446 at Page 292 and in Book 448 at Page 244:

That certain parcel of land situated in the NE¼ of the SE¼ of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being part of Tract "C" Industrial Park Subdivision), described as follows:

Commencing at the northeast corner of Tract "C" adjacent to James Avenue continue west along James Avenue 120', thence continue south 120', thence continue east 120', thence continue north 120' to the point of beginning. Subject property being the location of a 500,000 gallon water storage tank.

EXHIBIT "B"

Legal Description

THE FOLLOWING DESCRIBED PROPERTY, BEING A PERIMETER DESCRIPTION OF PARCEL 178 AND PARCEL 179 (INCLUDING THE 20' STRIP ALONG THE EAST SIDE OF PARCEL 179 CONVEYED TO MADISON COUNTY, MISSISSIPPI BY MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY, SUCCESSOR TO AND FORMERLY KNOWN AS MADISON COUNTY INDUSTRIAL PARK COMMISSION):

A parcel or tract of land, containing 14.94 acres, more or less, lying and being situated in the SE 1/4 of Section 18, T9N-R3E, Madison County, Mississippi, being a part of the Supervisors of District No. 1 of Madison County, Mississippi property as described in Deed Book 91 at Page 1 of the Records of the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being all of the Madison County, Mississippi property as described in Deed Book 151 at Page 561 of the Records of said Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at the NE corner of the NE ¼ of the SE ¼ of said Section 18, T9N-R3E; run thence

South for a distance of 65.55 feet; thence

West for a distance of 57.50 feet to the NE corner of the above referenced Supervisors of District No. 1 of Madison County, Mississippi property, said point also lying at the NE corner of the Canton Municipal Utilities property as described in Deed Book 446 at Page 292 of the Records of said Madison County, Mississippi, said point also lying on the Southerly Right-of-Way of James Avenue as it existed, September, 2024; thence

North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property, the Northerly boundary of said Canton Municipal Utilities property and the Southerly Right-of-Way of said James Avenue for a distance of 120.00 feet to a one-half inch iron rebar lying at the NW corner of said Canton Municipal Utilities property, and POINT OF BEGINNING of the herein described property; thence

Continue North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Southerly Right-of-Way of said James Avenue for a distance of 535.00 feet to a one-half inch iron rebar lying at the NW corner, thereof; thence

Leaving the Southerly Right-of-Way of James Avenue, run South 01 degrees 27 minutes 00 seconds West along the Westerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property for a distance of 974.30 feet to a one-half inch iron rebar lying at the SW corner, thereof, said point also lying on the Northerly Right-of-Way of Matthews Avenue, as it existed in September, 2024; thence

North 83 degrees 43 minutes 00 seconds East along the Southerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Northerly Right-of-Way of said

Matthews Avenue for a distance of 419.77 feet to a one-half inch iron rebar lying at the SW corner of the above referenced Madison County, Mississippi property; thence

Leaving the Southerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property, continue North 83 degrees 43 minutes 00 seconds East along the Northerly Right-of-Way of said Matthews Avenue and the Southerly boundary of said Madison County, Mississippi, property for a distance of 321.93 feet to a one-half inch iron rebar lying at the SE corner of said Madison County, Mississippi property, said point also lying on the Easterly boundary of the above referenced Section 18, T9N-R3E; thence

Leaving the Northerly Right-of-Way of said Matthews Avenue, run North along the Easterly boundary of said Madison County, Mississippi property, the Easterly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property and the Easterly boundary of said Section 18, T9N-R3E, for a distance of 732.10 feet to a one-half inch iron rebar lying at the SE corner of the Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property as described in Deed Book 167 Page 570 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Easterly boundary of said Section 18, T9N-R3E, run West along the Southerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property for a distance of 71.20 feet to a one-half inch iron rebar lying at the SW corner, thereof; thence

North along the Westerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property for a distance of 37.90 feet to a one-half inch iron rebar lying on the Southerly boundary of above referenced Canton Municipal Utilities property; thence

Leaving the Westerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property, run North 89 degrees 45 minutes 00 seconds West along the Southerly boundary of said Canton Municipal Utilities property for a distance of 106.30 feet to a one-half inch iron rebar lying at the SW corner, thereof; thence

North along the Westerly boundary of said Canton Municipal Utilities property for a distance of 120.00 feet to the **POINT OF BEGINNING** of the above described parcel or tract of land.

EXHIBIT "C"

Permitted Exceptions

- 1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
- 2. General and special taxes for the year 2025 and subsequent years.
- 3. City of Canton, Mississippi Corporate Limits as Existing After Annexation October 11, 2006, filed in Plat Cabinet E, Slide 53A.
- 4. Municipal Boundaries of the City of Canton, Madison County, Mississippi, June 17, 2008, filed in Plat Cabinet E, Slides 89A and 89B.
- 5. All matters shown on Plat of Industrial Park Subdivision dated June 26, 1964, filed July 3, 1964 in Plat Book 4 at Page 40.
- 6. Easement from Madison County, Mississippi to City of Canton, Mississippi, dated April 23, 1976, recorded in **Book 144**, Page 716. (Parcel 178)
- 7. Easement from Udico Electric Company to City of Canton, Mississippi, dated July 25, 1975, recorded in Book 141, Page 98. (Parcel 178)

9

EXHIBIT "D"

[See Minutes of meeting of the Board of Supervisors attached]

PREPARED BY AND RETURN TO:	GRANTOR:	GRANTEE:
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC 190 East Capitol Street Suite 100 Jackson, Mississippi 39201 Telephone: 601-948-3101 Attn: Ken Harmon MS Bar #3091	Madison County Economic Development Authority 135 Mississippi Pkwy. Canton, MS 39046 (601) 605-0368	Madison County, Mississippi 125 West North Street Canton, Mississippi 39046 Telephone: 601-855-5500

INDEXING INSTRUCTIONS: SE ¼ of Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Madison County Economic Development Authority, a duly constituted Economic Development Authority established by the Madison County Board of Supervisors pursuant to Chapter 947, Local and Private Laws of 1979, as amended, successor to and formerly known as Madison County Industrial Park Commission ("Grantor"), does hereby grant, bargain, sell, convey and warrant unto Madison County, Mississippi, a body politic and corporate duly organized and existing under the laws of the State

of Mississippi ("Grantee"), the following described land and property lying and being situated in

Madison County, State of Mississippi, to-wit:

See Exhibit "A" attached hereto

This conveyance and the warranty hereof are subject to those matters set forth on Exhibit

"B", which is attached hereto and incorporated herein (the "Permitted Exceptions").

For the same consideration, Grantor does hereby sell, convey and quitclaim to Grantee all

easements and rights-of-way appurtenant to the property described in Exhibit "A" and all right,

title and interest owned by Grantor in and to any streets, roads and alleyways and any strips and

gores adjacent or appurtenant to the property described in Exhibit "A", and all railroad tracks,

railroad spurs, and railroad track materials and appurtenances, whether constituting real or

personal property, located on the property described in Exhibit "A".

At a meeting of the Board of Directors of Madison County Economic Development

Authority, held on ______, 2025, and set forth in the Minutes of said meeting, a copy of

which is attached hereto as Exhibit "C", the Board of Directors of Madison County Economic

Development Authority approved the sale and conveyance of the property conveyed herein.

Ad valorem taxes for the year 2025 shall be paid by Grantee, if any.

[Signature appears on the following page]

WITNESS THE SIGNATURE	of the und	dersigned as of the day of
2025.	i	
		DISON COUNTY ECONOMIC ELOPMENT AUTHORITY
	Ву:	Joseph P. Deason Executive Director
STATE OF MISSISSIPPI COUNTY OF MADISON		
state, on this day of	hat he is t duly co ard of Su that for an above an	rigned authority in and for the said county and 25, within my jurisdiction, the within named the Executive Director of the Madison County instituted Economic Development Authority pervisors pursuant to Chapter 947, Local and don behalf of the said Authority and as its act d foregoing instrument, after first having been
NOTARY PUBLIC		
My Commission Expires:		

EXHIBIT "A"

Legal Description

A tract of land located in the East ½ of the SE ¼ of Section 18, Township 9 North, Range 3 East, in the County of Madison, State of Mississippi, and more particularly described as follows:

A strip 20 feet in width evenly off the east side of the following described parcel:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue, also known as Matthews Drive), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N-R3E; thence run South along the Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50

feet to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 321.93 feet to the point of beginning.

The above described 20 foot strip, being the easternmost 20 feet of the above-described parcel which lies immediately west of and adjacent to the east boundary of Section 18.

EXHIBIT "B"

Permitted Exceptions

- 1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
- 2. General and special taxes for the year 2025 and subsequent years.
- 3. City of Canton, Mississippi Corporate Limits as Existing After Annexation October 11, 2006, filed in Plat Cabinet E, Slide 53A.
- 4. Municipal Boundaries of the City of Canton, Madison County, Mississippi, June 17, 2008, filed in Plat Cabinet E, Slides 89A and 89B.
- 5. All matters shown on Plat of Industrial Park Subdivision dated June 26, 1964, filed July 3, 1964 in Plat Book 4 at Page 40.

EXHIBIT "C"

[See attached Minutes of meeting of the Board of Directors of Madison County Economic Development Authority]

04620855

PREPARED BY AND RETURN TO:	GRANTOR:	GRANTEE:
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC 190 East Capitol Street Suite 100 Jackson, Mississippi 39201 Telephone: 601-948-3101 Attn: Ken Harmon MS Bar #3091	City of Canton, Mississippi 226 East Peace Street Canton, Mississippi 39046 Telephone: 601-859-4331	Madison County, Mississippi 125 West North Street Canton, Mississippi 39046 Telephone: 601-855-5500

INDEXING INSTRUCTIONS: SE ¼ of Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

MARGINAL NOTATION: Book 151 Page 561

CORRECTION QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the City of Canton, Mississippi, a municipal corporation duly created and existing under the laws of the State of Mississippi ("Grantor"), acting by and through its governing body, does hereby remise, release, and quitclaim unto Madison County, Mississippi, a body politic and corporate duly organized and existing under the laws of the State of Mississippi ("Grantee"), all of Grantor's right, title, and interest in and to

the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

See Exhibit "A" attached hereto,

(hereinafter, the "Property").

This Correction Quitclaim Deed is made for the purpose of correcting the legal description set forth in the Quitclaim Deed dated July 12, 1977, executed by the City of Canton, Mississippi, as Grantor, to Madison County, Mississippi, as Grantee, filed for record on July 26, 1977, in the office of the Chancery Clerk of Madison County, Mississippi, in Book 151, Page 561 (hereinafter, "Quitclaim Deed") to correct a commencement call error in said Quitclaim Deed and also to convey the Property using calls based on the northern boundary line of the property conveyed to the City of Canton in the Warranty Deed dated September 13, 1962 recorded in Book 85 Page 501 and the boundary line created by the description in the Warranty Deed dated December 3, 1963 to Madison County, Mississippi recorded in Book 91 at Page 1 to ensure there is no gap between the boundary lines established by said deeds, and also to clarify the intent of the language in the Quitclaim Deed which stated that part of the consideration was a grant made from Madison County to the City of Canton for an easement for the construction, operation, and maintenance of a water tank and waterlines within the Industrial Park Subdivision. For clarification, the parties hereby agree that the easement referenced in the Quitclaim Deed was the easement conveyed by Madison County, Mississippi to the City of Canton, Mississippi, dated April 23, 1976, recorded in Book 144, Page 716 across adjacent property.

The parties may execute this instrument in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and may be combined for recording purposes.

IN WITNESS WHEREOF, the parties have executed this instrument on the dates of their respective acknowledgments, but to be effective as of July 12, 1977.

[Signatures are on the following pages]

<u>GRANTOR</u> :	
	CITY OF CANTON, MISSISSIPPI
ATTEST:	By: William Truly, Jr., Mayor
Chuconna Anderson, Ph.D., City Clerk/ Deputy City Clerk	
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
and state, on this day of, 20 William Truly, Jr. and Chuconna Anderson, P the Mayor and City Clerk, respectively, of corporation, and that for and on behalf of sa	ndersigned authority in and for the said county 025, within my jurisdiction, the within named h.D., who severally acknowledged that they are the City of Canton, Mississippi, a municipal aid municipality, and as its act and deed, they ing instrument, after first having been duly
My commission expires:	Notary Public

	<u>GRANTEE</u> :
	MADISON COUNTY, MISSISSIPPI
ATTEST: Ronny Lott, Chancery Clerk	By: Gerald Steen, President of the Board of Supervisors
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
and state, on this day of, 20 Gerald Steen and Ronny Lott, who severally a Board of Supervisors and Chancery Clerk, rebody politic and corporate, and that for and or	dersigned authority in and for the said county 225, within my jurisdiction, the within named acknowledged that they are the President of the espectively, of Madison County, Mississippi, an behalf of said county, and as its act and deed, going instrument, after first having been duly
My commission expires:	Notary Public

EXHIBIT "A"

Legal Description

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue (also known as Matthews Drive), and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N-R3E; thence run South along the Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50 feet to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 321.93 feet to the point of beginning.

PREPARED BY AND RETURN TO:	GRANTOR:	GRANTEE:
BRUNINI, GRANTHAM, GROWER & HEWES, PLLC 190 East Capitol Street Suite 100 Jackson, Mississippi 39201 Telephone: 601-948-3101 Attn: Ken Harmon MS Bar #3091	Canton Municipal Utilities 127 West Peace Street Canton, Mississippi 39046 Telephone: 601-859-2921	Madison County, Mississippi 125 West North Street Canton, Mississippi 39046 Telephone: 601-855-5500

INDEXING INSTRUCTIONS: SE ¼ of Section 18, Township 9 North, Range 3 East, Madison County, Mississippi.

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, Canton Municipal Utilities, a body politic of the State of Mississippi ("Grantor"), acting by and through its governing body, does hereby remise, release and quitclaim unto Madison County, Mississippi, a body politic and corporate duly organized and existing under the laws of the State of Mississippi ("Grantee"), all of Grantor's right, title and interest in and to the following described land and property lying and being situated in Madison County, State of Mississippi, to-wit:

See Exhibit "A" attached hereto,

(hereinafter, "the Property").

This Quitclaim Deed is made for the purpose of clearing any cloud on title created by the Quitclaim Deed recorded in Book 394, Page 524, executed by the City of Canton, Mississippi to Canton Municipal Utilities, dated April 3, 1997. The City of Canton had previously conveyed its interest in this property by Quitclaim Deed recorded in Book 151, Page 561, to Madison County, Mississippi, dated July 12, 1977, and therefore, the Quitclaim Deed recorded in Book 394, Page 524, was executed in error. The description of the property in said deed also included certain errors, which have been corrected in the descriptions attached hereto.

IN WITNESS WHEREOF, the Grantor has executed this instrument as of the _____ of _____, 2025.

[Signatures are on the following pages]

	<u>GRANTOR</u> :
	CANTON MUNICIPAL UTILITIES
ATTEST:	By:
	Its:
STATE OF MISSISSIPPI	
COUNTY OF MADISON	
and state, on this day of, who sev, respectively, of Canton Municip	undersigned authority in and for the said county 2025, within my jurisdiction, the within named erally acknowledged that they are the and al Utilities, and that for and on behalf of Canton they signed, executed and delivered the foregoing orized so to do.
	Notary Public
My commission expires:	·

EXHIBIT "A"

Legal Description

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue (also known as Matthews Drive), and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N-R3E; thence run South along the Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50 feet to a point on the north right-of-way line of Matthews Avenue; and thence

run South 83° 43' West along said right-of-way line for a distance of 321.93 feet to the point of beginning.

Together with any additional property purportedly conveyed to Canton Municipal Utilities by the Quitclaim Deed recorded in **Book 394 Page 524**, and including any easements.

RESOLUTIONS OF THE BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI

RESOLVED, that the Board of Supervisors authorizes Madison County, Mississippi (the "County") to sell that certain real property lying and being situated in the City of Canton, Madison County, Mississippi, more particularly described in Exhibit A and Exhibit B attached hereto and incorporated herein, further identified as being 14.94 acres, more or less, and currently assessed as Tax Parcel 093D-18D-179/00.00 ("Parcel 179") and Tax Parcel 093D-18D-178/00.00 ("Parcel 178") (the "Property"), for a gross sale price of \$5,000.00 pursuant to the exercise by Canton Sales and Storage Company ("CSSC") of its option to purchase the Property as provided in Sections 7.03 and 7.04 of the Lease Agreement between the County, as Lessor, and Canton Manufacturing Company, as Lessee, dated July 1, 1976, as amended by Amendment of Lease Agreement, effective as of October 1, 1977, and as assigned to CSSC, as Lessee, by Lease Assignment and Assumption, dated December 22, 1988 (collectively, the "Lease"); and

RESOLVED, that pursuant to Section 7.04 of the Lease, the purchase price payable if CSSC purchases the leased premises or any portion thereof shall be the sum of \$5,000.00 to be paid to the County plus the full amount necessary to pay or redeem all outstanding Bonds. There are no Bonds outstanding; therefore, the purchase price shall be \$5,000.00 to be paid to the County; and

RESOLVED, that pursuant to Section 7.05 of the Lease the County shall, upon payment of the purchase price hereinabove specified, deliver to the Company a warranty deed transferring good and marketable title to the premises free and clear of all liens and encumbrances other than as set forth therein; and

RESOLVED, that the Board authorizes Gerald Steen, in his capacity as President of the Board of Supervisors, for the County, in the name of and on behalf of the County, to execute and deliver any documents and take any actions deemed reasonably necessary to sell the Property to the Company and convey good and marketable title to the premises free and clear of all liens and encumbrances (other than permitted encumbrances as listed in Exhibit C attached hereto), including, but not limited to, the following documents: Warranty Deed (conveying by warranty the property described in Exhibit A and by quitclaim the property described in Exhibit B), joinder in Correction Warranty Deed from the City of Canton to the County, closing statement, bill of sale, and affidavits, the necessity of which is evidenced by the execution and delivery of such

documents by Gerald Steen, in his capacity as President of the Board of Supervisors, for and on behalf of the County; and

RESOLVED, that the Board approves, ratifies and confirms any actions taken in the name of and on behalf of the County prior to or after the date hereof relating to and reasonably necessary for the sale of the Property, the necessity of which is evidenced by the execution and delivery of such documents by Gerald Steen, in his capacity as President of the Board of Supervisors, for and on behalf of the County.

EXHIBIT "A"

Legal Description

Parcel 179:

The following described property, being assessed as Tax Parcel 093D-18D-179/00.00 as of December 31, 2023, conveyed to Madison County, Mississippi, by Quitclaim Deed from the City of Canton, Mississippi, recorded in Book 151, Page 561, as corrected by Correction Quitclaim Deed executed by the City of Canton, Mississippi, as Grantor, and Madison County, Mississippi, as Grantee, recorded in Book ______, Page _____:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue, also known as Matthews Drive), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet to a point; thence run South 89° 45' East for a distance of 320.0 feet to a point; thence run South for a distance of 29.1 feet, more or less, to a point on the north right-of-way line of Matthews Avenue; and thence run South 83° 43' West along said right-of-way line for a distance of 330.0 feet, more or less, to the point of beginning.

And also described as follows:

That certain parcel of land situated in the E 1/2 SE 1/4 of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being that part of Tract "D", Industrial Park Subdivision, as recorded in Plat Book 4, at page 40 of the records in the office of the Chancery Clerk of Madison County, Mississippi, lying north of Matthews Avenue), described as follows:

Commencing at the point of intersection of the east right-of-way line of Lincoln Avenue with the north right-of-way line of Matthews Avenue, and from this point of intersection run North 83° 43' East along said north right-of-way line of Matthews Avenue for a distance of 806.17 feet to the point of beginning of the parcel herein described; thence run North for a distance of 65.74 feet; thence run East for a distance of 320.0 feet to a point lying on the Easterly boundary of Section 18, T9N-R3E; thence run South along the Easterly boundary of said Section 18, T9N-R3E, for a distance of 30.50 feet to a point on the north right-of-way line of Matthews Avenue; and thence run

South 83° 43' West along said right-of-way line for a distance of 321.93 feet to the point of beginning.

Parcel 178:

The following described property, being assessed as Tax Parcel 093D-18D-178/00.00 as of December 31, 2023, conveyed to Madison County, Mississippi for and on behalf of Supervisors District Number one thereof, by Warranty Deed from Madison County Industrial Park Commission, recorded in Book 91, Page 1:

A Lot of land in the City of Canton, County of Madison, State of Mississippi, and lying in the NE¼ of SE¼, Section 18, Township 9 North, Range 3 East and particularly described as beginning at a point that is 65.55 feet South of and 57.50 feet West of the Northeast Corner of the said NE¼ of SE¼ and run thence North 89 degrees 45' West for 655.0 feet along the south ROW line of Street, thence running South 1 degree 27' West for 974.30 feet to Street, thence running North 83 degrees 43' East for 419.77 feet, thence running North for 65.74 feet, thence running South 89 degrees 45' East for 320.0 feet thence running North for 763.60 feet, thence running North 89 degrees 45' West 57.50 feet, thence running North for 97.0 feet to the point of beginning, containing 15.02 acres, more or less.

LESS AND EXCEPT the following described property disclaimed, conveyed and quitclaimed by Disclaimer from Madison County, Mississippi to the Trustees of and for the **New Bethel Missionary Baptist Church**, dated February 15, 1980, recorded in **Book 167 Page 570**:

A lot or parcel of land fronting 13.7 feet on the south side of James Avenue, containing 0.13 acres, more or less, being a part of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and more particularly described as follows:

Beginning at a point on the south line of James Avenue, said point being the NE corner of Tract "C", Industrial Park Subdivision, Canton, Madison County, Mississippi, and run South for 97 feet to a point; thence S 89°45′E for 57.5 feet to a point; thence South for 60.6 feet to a point on a fence line extended East; thence West along said extension and fence for 71.2 feet to a fence corner; thence North along the existing fence and its extension for 157.9 feet to a point on the south line of James Avenue; thence S 89°45′E for 13.7 feet to the point of beginning.

AND LESS AND EXCEPT the following described property conveyed by Quitclaim Deed from Madison County to Canton Municipal Utilities, Canton, Mississippi dated July 21, 1999 recorded in Book 446 at Page 292 and in Book 448 at Page 244:

That certain parcel of land situated in the NE¼ of the SE¼ of Section 18, Township 9 North, Range 3 East, City of Canton, Madison County, Mississippi (being part of Tract "C" Industrial Park Subdivision), described as follows:

Commencing at the northeast corner of Tract "C" adjacent to James Avenue continue west along James Avenue 120', thence continue south 120', thence continue east 120', thence continue north 120' to the point of beginning. Subject property being the location of a 500,000 gallon water storage tank.

EXHIBIT "B"

Legal Description

THE FOLLOWING DESCRIBED PROPERTY, BEING A PERIMETER DESCRIPTION OF PARCEL 178 AND PARCEL 179 (INCLUDING THE 20' STRIP ALONG THE EAST SIDE OF PARCEL 179 CONVEYED TO MADISON COUNTY, MISSISSIPPI BY MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY, SUCCESSOR TO AND FORMERLY KNOWN AS MADISON COUNTY INDUSTRIAL PARK COMMISSION):

A parcel or tract of land, containing 14.94 acres, more or less, lying and being situated in the SE 1/4 of Section 18, T9N-R3E, Madison County, Mississippi, being a part of the Supervisors of District No. 1 of Madison County, Mississippi property as described in Deed Book 91 at Page 1 of the Records of the Office of the Chancery Clerk of Madison County, at Canton, Mississippi, and being all of the Madison County, Mississippi property as described in Deed Book 151 at Page 561 of the Records of said Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at the NE corner of the NE ¼ of the SE ¼ of said Section 18, T9N-R3E; run thence

South for a distance of 65.55 feet; thence

West for a distance of 57.50 feet to the NE corner of the above referenced Supervisors of District No. 1 of Madison County, Mississippi property, said point also lying at the NE corner of the Canton Municipal Utilities property as described in Deed Book 446 at Page 292 of the Records of said Madison County, Mississippi, said point also lying on the Southerly Right-of-Way of James Avenue as it existed, September, 2024; thence

North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property, the Northerly boundary of said Canton Municipal Utilities property and the Southerly Right-of-Way of said James Avenue for a distance of 120.00 feet to a one-half inch iron rebar lying at the NW corner of said Canton Municipal Utilities property, and **POINT OF BEGINNING** of the herein described property; thence

Continue North 89 degrees 45 minutes 00 seconds West along the Northerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Southerly Right-of-Way of said James Avenue for a distance of 535.00 feet to a one-half inch iron rebar lying at the NW corner, thereof; thence

Leaving the Southerly Right-of-Way of James Avenue, run South 01 degrees 27 minutes 00 seconds West along the Westerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property for a distance of 974.30 feet to a one-half inch iron rebar lying at the SW corner, thereof, said point also lying on the Northerly Right-of-Way of Matthews Avenue, as it existed in September, 2024; thence

North 83 degrees 43 minutes 00 seconds East along the Southerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Northerly Right-of-Way of said Matthews Avenue for a distance of 419.77 feet to a one-half inch iron rebar lying at the SW corner of the above referenced Madison County, Mississippi property; thence

Leaving the Southerly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property, continue North 83 degrees 43 minutes 00 seconds East along the Northerly Right-of-Way of said

Matthews Avenue and the Southerly boundary of said Madison County, Mississippi, property for a distance of 321.93 feet to a one-half inch iron rebar lying at the SE corner of said Madison County, Mississippi property, said point also lying on the Easterly boundary of the above referenced Section 18, T9N-R3E; thence

Leaving the Northerly Right-of-Way of said Matthews Avenue, run North along the Easterly boundary of said Madison County, Mississippi property, the Easterly boundary of said Supervisors of District No. 1 of Madison County, Mississippi property and the Easterly boundary of said Section 18, T9N-R3E, for a distance of 732.10 feet to a one-half inch iron rebar lying at the SE corner of the Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property as described in Deed Book 167 Page 570 of the Records of said Madison County, Mississippi; thence

Leaving the Easterly boundary of said Supervisors of District No. 1 of Madison County, Mississippi, property and the Easterly boundary of said Section 18, T9N-R3E, run West along the Southerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property for a distance of 71.20 feet to a one-half inch iron rebar lying at the SW corner, thereof; thence

North along the Westerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property for a distance of 37.90 feet to a one-half inch iron rebar lying on the Southerly boundary of above referenced Canton Municipal Utilities property; thence

Leaving the Westerly boundary of said Booker T. Brown, Earl Poe and Curtis Harris Trustees of the New Bethel Missionary Baptist Church property, run North 89 degrees 45 minutes 00 seconds West along the Southerly boundary of said Canton Municipal Utilities property for a distance of 106.30 feet to a one-half inch iron rebar lying at the SW corner, thereof; thence

North along the Westerly boundary of said Canton Municipal Utilities property for a distance of 120.00 feet to the POINT OF BEGINNING of the above described parcel or tract of land.

EXHIBIT "C"

Permitted Exceptions

- 1. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property.
- 2. General and special taxes for the year 2025 and subsequent years.
- 3. City of Canton, Mississippi Corporate Limits as Existing After Annexation October 11, 2006, filed in Plat Cabinet E, Slide 53A.
- 4. Municipal Boundaries of the City of Canton, Madison County, Mississippi, June 17, 2008, filed in Plat Cabinet E, Slides 89A and 89B.
- 5. All matters shown on Plat of Industrial Park Subdivision dated June 26, 1964, filed July 3, 1964 in Plat Book 4 at Page 40.
- 6. Easement from Madison County, Mississippi to City of Canton, Mississippi, dated April 23, 1976, recorded in **Book 144**, Page 716. (Parcel 178)
- 7. Easement from Udico Electric Company to City of Canton, Mississippi, dated July 25, 1975, recorded in Book 141, Page 98. (Parcel 178)

BILL OF SALE

This Bill of Sale is made and entered into as of	, 2025, by Madison County
Mississippi (the "Seller"), and Canton Sales & Storage Company,	a Mississippi corporation (the
"Buyer").	

Recitals

WHEREAS, Seller and Buyer are parties to that certain option to purchase the Property as provided in Sections 7.03 and 7.04 of the Lease Agreement between the Seller, as Lessor, and Canton Manufacturing Company, as Lessee, dated July 1, 1976, as amended by Amendment of Lease Agreement, effective as of October 1, 1977, and as assigned to Buyer, as Lessee, by Lease Assignment and Assumption, dated December 22, 1988 (collectively, the "Lease"); which option to purchase has been exercised by Buyer (the "Agreement"), pursuant to which Buyer has agreed to purchase certain real property known as 14.94 acres, more or less, lying and being situated in the SE 1/4 of Section 18, T9N-R3E, Madison County, Mississippi, known as Parcel 093D-18D-178/00.00, Parcel 093D-18D-179/00.00 (which includes the 20' strip along the east boundary of Parcel 179) (the "Real Property") from Seller.

WHEREAS, in connection with the sale of the Real Property, Seller has agreed to convey its interest in any personal property on or about the Real Property and to execute and deliver this Bill of Sale to Buyer.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein and in the Agreement, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- 1. <u>Sale and Transfer of Personal Property</u>. Seller hereby sells, transfers, assigns, conveys, grants and delivers to Buyer, effective as of the date of this Bill of Sale, all of Seller's right, title, and interest in and to all of the personal property described on Exhibit "A" attached hereto (the "Personal Property").
- 2. <u>Seller's Warranty.</u> The Seller warrants that the Personal Property herein conveyed is free and clear of all liens and encumbrances.
- 3. <u>Further Actions</u>. Seller covenants and agrees to execute and deliver further instruments of transfer and assignment and take such other actions as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer the Personal Property.
- 4. <u>Counterparts</u>. This Bill of Sale may be executed in counterparts, each of which shall constitute an original which, when combined, shall constitute one original Bill of Sale.
- 5. <u>Governing Law</u>. This Bill of Sale shall be governed by and construed under the laws of the State of Mississippi, without regard to its conflicts of law principles.

[Signatures on Following Page]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first set forth above.
SELLER:
MADISON COUNTY, MISSISSIPPI
By: Gerald Steen, President of the Board of Supervisors
BUYER:
CANTON SALES & STORAGE COMPANY, a Mississippi corporation
By: Its:

AFFIDAVIT AND AGREEMENT

(OWNERS AND CONTRACTORS)

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the undersigned owner, contractor, and purchaser who after being first duly sworn states on oath, and as an inducement to the lender and title insurance company, as follows:

They are the owner, purchaser and/or general contractor in connection with improvements on the real property situated in the County of Madison, State of Mississippi, known as

14.94 acres, more or less, lying and being situated in the SE 1/4 of Section 18, T9N-R3E, Madison County, Mississippi, known as Parcel 093D-18D-178/00.00, Parcel 093D-18D-179/00.00 (which includes 20' strip along the east boundary of Parcel 179)

more particularly described in the Deed of Trust, Mortgage or other Security Instrument in favor of ____N/A_____, and filed or to be filed for record in the office of the recorder of the county in which the above land is located, which Deed of Trust, Mortgage or other Security Instrument is a valid first lien on said premises; and,

The undersigned owner states that of his personal knowledge, no other contracts have been let or guarantees of payment made by the undersigned owner to anyone other than: (List each contract let or guarantee made and obtain affidavit and agreement for each)

NONE, except for:

McMaster & Associates, Inc. (for survey)

The owner has no interest or ownership in the contracting firm or firms and the contractor has no interest in the real property described above, except: NONE

The undersigned owner has inspected the premises before making this affidavit and found all work satisfactory to owner; and that the undersigned owner is in possession of the subject premises, unless otherwise stated: (List discrepancies and nature of possession other than by owner)

NONE, except the following:

Lease Agreement executed by and between Madison County, Mississippi for and on behalf of Supervisors District Number One of Madison County, Mississippi, as Lessor, and Canton Manufacturing Company, a Mississippi corporation, as Lessee, dated as of July 1, 1976, filed on July 27, 1976 at 9:00 AM, recorded in Book 420, Page 760, as amended by Amendment of Lease Agreement executed by and between Madison County, Mississippi for and on behalf of Supervisors District Number One of Madison County, Mississippi and Canton Manufacturing Company, effective as of October 1, 1977, filed on April 11, 1978 at 9:00 a.m., recorded in Book 441, Page 337, and as assigned and assumed by Lease Assignment and Assumption executed by Canton Manufacturing Company to Canton Sales & Storage Company, a Mississippi corporation, dated December 22, 1988, filed on December 28, 1988 at 10:23 a.m., recorded in Book 669, Page 1 and refiled on September 3, 1992 at 9:00 a.m., recorded in Book 791, Page 766. (Assigns Lease in Book 420, Page 760 and Amendment in Book 441, Page 337.)

The contractor has been paid in full for all amounts due for work or services performed and materials furnished on the above project and does hereby waive, release and surrender any and all lien or claim or right of lien to the date for which payment is made, for labor, services, and/or materials furnished by the undersigned upon the premises described above, except; (If none,

state "None") N/A

The owner and/or contractor has/have paid in full any and all amounts due architects, engineers, surveyors, attorneys, sub-contractors, materialmen and laborers for work or services performed and materials furnished to the undersigned in connection with the construction of the improvements on the above property, except: (If none, state "None")

NONE

The owner has received no notice of any unpaid bills or claims for labor or services performed or materials furnished on above project, except: (If none, state "None")

NONE

The owner and/or contractor states that no chattel mortgages, conditional sales contracts, security agreements, financing statements, retention of title agreements, personal property leases or the like have been given or are now outstanding as to any materials, fixtures, appliances, furnishings or equipment placed upon, installed in or upon the aforesaid premises or improvements thereon, and that all plumbing, heating, lighting, refrigerating and other equipment is fully paid for; and,

The owner and/or contractor hereby request(s) Old Republic National Title Insurance Company to issue its policy or policies of title insurance, or endorsements thereto, upon said real estate without exception therein as to any possible unfiled mechanics' or materialmen's lien, and in consideration thereof, and as an inducement therefore, the undersigned does hereby agree to indemnify and hold harmless the said Old Republic National Title Insurance Company of and from any and all loss, cost, damage and expense of every kind including attorney's fees, which said Old Republic National Title Insurance Company shall suffer or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or a new policy anytime issued upon said real estate, part thereof or interest therein arising, directly or indirectly, out of or on account of any such mechanics' or materialmen's liens, claim or claims as a result of the undersigned's unpaid bills or in connection with its enforcement of its rights under this agreement.

The undersigned purchaser(s) (if applicable) state(s) that he/they has/have no notice of any unpaid bills or claims for labor or services performed or materials furnished on the above described land, except: (If none, state "None").

NONE

[See signature pages attached hereto.]

	OWNER:
	MADISON COUNTY, MISSISSIPPI
	By: Gerald Steen, President of the Board of Supervisors
State of Mississippi County of	
SWORN TO AND SUBSCRIBE whose signature appears above, this the	ED before me, by, on behalf of the Owner e day of, 2025.
(Notary Stamp)	NOTARY PUBLIC
My Commission Expires:	_

	PURCHASER:
i	Canton Sales & Storage Company, a Mississippi corporation
	By:
State of Mississiani	
State of Mississippi	
County of	
SWORN TO AND SUBSCRIBED before this the day of, 20	e me, by the purchaser, whose signature appears above, 125.
	Notary Public
My Commission Expires:	

CONTRACTOR (SURVEYOR):

McMaster & Associates, Inc.

By: Its:	
State of	
County of	
SWORN TO AND SUBSCRIBED before me, by appears above, this the day of	the contractor (surveyor), whose signature , 2025.
	Notary Public
My Commission Expires:	

GAP INSURANCE INDEMNITY AGREEMENT

Commitment No.: 07219-34453

Purchaser/Insured: Canton Sales & Storage Company, a Mississippi corporation

Seller/Owner: Madison County, Mississippi

Property: 14.94 acres, more or less, lying and being situated in the SE 1/4 of Section 18, T9N-R3E, Madison County, Mississippi, known as Parcel 093D-18D-178/00.00, Parcel 093D-18D-179/00.00 and 20' strip along the east boundary of Parcel 179

Old Republic National Title Insurance Company (hereinafter referred to as "Old Republic") has been requested to issue a policy of title insurance for the above referenced parcel of land. Said insurance coverage is to be effective as of the time of delivery of the various closing documents which create the interests to be insured. Old Republic is being asked to insure the "gap" period between the date of the last rundown of the title and the recording of the instruments which create the insured interests, without taking exception for any intervening matters or encumbrances created, arising or discovered during that period.

In consideration of such coverage, and in order to induce Old Republic to provide such insurance, the undersigned hereby agree to indemnify Old Republic for any and all losses, costs or damages, including attorney's fees, resulting from any defects, liens, encumbrances or adverse matters created, arising or discovered, between the period of the last title search and the time at which the documents creating the insured interests are recorded.

Executed as of this day of February, 2025.
Owner:
MADISON COUNTY, MISSISSIPPI
By: Gerald Steen, President of the Board of Supervisors
Date: February . 2025

The undersigned purchaser joins in the foregoing gap insurance indemnity agreement and agrees to indemnify Old Republic for any and all losses, costs or damages, including attorney's fees, resulting from any defects, liens, encumbrances or adverse matters created, arising or discovered, between the period of the last title search and the time at which the documents creating the insured interests are recorded, but only to the extent caused by such Purchaser.

Purchaser:
Canton Sales & Storage Company, a Mississippi corporation
By:
Date: February, 2025

FIRPTA AFFIDAVIT

STATE OF MISSISSIPPI COUNTY OF
Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real proper interest must withhold tax if the transferor is a foreign person. To inform Canton Sales & Storag Company, a Mississippi corporation ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by the Madison County, Mississippi ("Transferor"), the undersigned hereby certifies as follows:
 Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign esta (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Transferor's U.S. employer identification number is: # Transferor's office address is 125 West North Street, Canton, Mississippi 39046.
Transferor understands that this certification may be disclosed to the Internal Revenue Service be the Transferee and that any false statement contained herein could be punished by fine, imprisonment, oboth.
Under penalties of perjury, the undersigned, in the capacity set forth below, hereby declares the has examined this certification and to the best of his knowledge and belief it is true, correct, an complete, and the undersigned further declares that he has authority to sign this document in succapacity.
EXECUTED on the day of February, 2025.
MADISON COUNTY, MISSISSIPPI
By: Gerald Steen, President of the Board of Supervisors
SWORN TO AND SUBSCRIBED before me, by the owner, whose signature appears above, this th day of February, 2025.
My Commission Expires:

1022 Highland Colony Parkway, Suite 200, Ridgeland, MS 39157 | T: 601.969.0222

OWNER'S AFFIDAVIT AND INDEMNITY

The undersigned deponent (the "Deponent") having personally appeared before the undersigned notary public and first having been duly sworn according to law, says under oath, to the best of his/her knowledge, that, except as otherwise set forth in Commitment Number 07219-34453:

- 1. Deponent is the President of the Board of Supervisors of Madison County, Mississippi (the "Owner").
- 2. Deponent has knowledge of the statements made herein and is qualified and authorized to make and deliver this Owner's Affidavit and Indemnity on behalf of Owner.
- 3. Owner is the owner of the real property described in Commitment Number 07219-34453.
- 4. Since acquiring ownership of the property, Owner's enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed, nor does Owner know of any facts by reason of which the title to, or possession of, said property might be disputed or by reason of which any claim to any of said property might be asserted adversely to Owner.
- 5. No party other than Owner is in possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise, except tenant in possession under the following:
 - Lease Agreement executed by and between Madison County, Mississippi for and on behalf of Supervisors District Number One of Madison County, Mississippi, as Lessor, and Canton Manufacturing Company, a Mississippi corporation, as Lessee, dated as of July 1, 1976, filed on July 27, 1976 at 9:00 AM, recorded in Book 420, Page 760, as amended by Amendment of Lease Agreement executed by and between Madison County, Mississippi for and on behalf of Supervisors District Number One of Madison County, Mississippi and Canton Manufacturing Company, effective as of October 1, 1977, filed on April 11, 1978 at 9:00 a.m., recorded in Book 441, Page 337, and as assigned and assumed by Lease Assignment and Assumption executed by Canton Manufacturing Company to Canton Sales & Storage Company, a Mississippi corporation, dated December 22, 1988, filed on December 28, 1988 at 10:23 a.m., recorded in Book 669, Page 1 and refiled on September 3, 1992 at 9:00 a.m., recorded in Book 791, Page 766. (Assigns Lease in Book 420, Page 760 and Amendment in Book 441, Page 337.)
- 6. Owner has conveyed no portion of the premises or done any act or allowed any act to be done which has changed or could change the boundaries of the premises.
- 7. Owner has allowed no encroachments on the premises above described by any adjoining land owners nor has Owner encroached upon any property of adjoining land owners.



1022 Highland Colony Parkway, Suite 200, Ridgeland, MS 39157 | T: 601.969.0222

- 8. Owner has allowed no easements, rights of way, continuous driveway usage, drain, sewer, water, gas or oil pipeline or other rights of passage to others over the premises above described and has no knowledge of such adverse rights.
- 9. At present, and for a period of more than one (1) year past, no work, labor, or services, have been provided by any contractors, subcontractors, registered architects, professional engineers, or registered land surveyors on the Property and no materials have been delivered by any materialmen to the Property.
- 10. Owner has no knowledge of any highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises.
- 11. Owner has no knowledge of any past due taxes or special assessments.
- 12. Owner has not allowed and knows of no violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises.
- 13. There are no pending suits, proceedings, judgments, liens or executions against Owner and which may affect the subject property in any county in the State of Mississippi.
- 14. There are no bankruptcy proceedings in any court which have been or are being filed against or by Owner.
- 15. The undersigned owner states that there is no ongoing or anticipated mineral or other subsurface development on or around the Property.

This Affidavit is given to induce OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY to issue its title insurance policy(ies) or endorsements thereto, without exception for matters referenced above, and as an inducement therefor, Owner agrees to indemnify and hold OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which said OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY shall or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, directly or indirectly, as a result of misrepresentation herewith.

Executed this the	day of		_, 2025
	/ [Signat	ure Page attached hereto.]	



1022 Highland Colony Parkway, Suite 200, Ridgeland, MS 39157 | T: 601.969.0222

OWNER:	
MADISON COUNTY, MISSISSIPPI	
By:	
State of Mississippi County of	
Sworn and subscribed to before me, this the _	day of, 2025.
My Commission Expires:	NOTARY PUBLIC

North Ward Environmental Services

75 Lane Road, Fairfield, NJ 07004

2025 HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this ____day of _____, 2025, by and between Madison County (hereinafter "Community"), and North Ward Environmental Services, LLC (hereinafter "North Ward Environmental Services").

Community and North Ward Environmental Services hereby agree as follows:

- 1. On March 15, 2025, North Ward Environmental Services, LLC shall have present trained personnel, supplies, and equipment to handle, containerize, label, load, and transport all collected household hazardous material for disposal in a manner that conforms to state and federal laws and regulations.
- 2. The Community agrees to pay North Ward Environmental Svcs., LLC for services listed under the attached pricing schedule. The community agrees to pay North Ward Environmental within twenty (20) days of receipt of the invoice.
- 3. The Community shall provide a person in charge to direct traffic and maintain order throughout the collection program.
- 4. North Ward Environmental shall accept only household hazardous waste for transportation and disposal from those individuals who the Community Coordinator approves in such amounts as are approved by the Community Coordinator.
- 5. North Ward Environmental shall be deemed to be the ("generator" and take "title") of all Wastes accepted throughout the collection program.
- 6. North Ward Environmental shall transport for disposal all waste that is collected. Such waste will be transported to a licensed facility for processing. North Ward Environmental will perform all services under this agreement in a safe, efficient, professional, and lawful manner.
- 7. North Ward Environmental represents that it shall possess on the day of collection:
 - **a.** A valid EPA Identification number for generation and transportation of hazardous wastes:
 - **b.** A valid state transporter license and vehicle identification device for each vehicle for transportation of hazardous wastes;
 - **c.** All insurance coverages listed in the insurance.

North Ward Environmental Services

75 Lane Road, Fairfield, NJ 07004

- 8. The Community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
- 9. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Madison County P.O. Box 608 Canton, MS 39046 Attn: Drew Ridinger 601-855-5533

To North Ward Environmental Services:

North Ward Environmental Services 75 Lane Road Fairfield, NJ 07004 Attn: Raymond Salerno (973)445-1501

- 11. The validity, interpretation, and performance of this Agreement shall be by the laws of The State of Mississippi.
- 12. IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representative.

Madison County	North Ward Environmental Svcs
Signature:	Signature: Ray Juliano
Ву:	By: Raymond Salerno
Title:	Title: President
Date:	Date: 1/16/2025

North Ward Environmental Services

75 Lane Road, Fairfield, NJ 07004

PRICING PAGE for 2025

City of Madison, MS/Madison County, MS

1. Mobilization / Demobilization

Cost (per event)

\$5,000.00

2. Transportation / Disposal

Aerosols	cubic yard box	\$415.00
Flammable Liquid	cubic yard box	\$415.00
Paint	cubic yard box	\$415.00
Flammable Liquid(bulk)	55 gal.	\$300.00
Oxidizers (liquid/solid)	per pound	\$2.00
Pesticides (liquid/solid)	per pound	\$1.75
Flammable Solid	per pound	\$1.75
Corrosives	per pound	\$1.50
Oil (bulk)	55 gal.	\$220.00
Antifreeze	55 gal.	\$220.00
Batteries	per pound	\$1.40
Mercury	5 gal.	\$200.00
Fire Extinguishers	55 gal.	\$300.00
Compress gas	55 gal.	\$300.00
BBQ tanks	each	\$35.00
Refrigerant	each	\$50.00
Fluorescent Bulbs		\$0.35

