

BOARD OF SUPERVISORS

MADISON COUNTY, MISSISSIPPI

Department of Engineering
Tim Bryan, P.E., PTOE, County Engineer

3137 South Liberty Street, Canton, MS 39046
Office (601) 855-5582 FAX (601) 859-5857

MEMORANDUM

August 20, 2026

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

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Request of Payment
Project: Highway 22 Intersection
Parcel: 005-00-00-W/Q

The Engineering Department recommends that the Board approve the payment of \$5,900.00 for the acquisition of right of way for Highway 22 Intersection Project for Estate of John R. Anderson and authorize the Comptroller to issue the check.

Check payment to:

Payee:

Estate of John R. Anderson
603 Pascagoula Street
Pascagoula, MS 39567

CASEY BRANNON
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL M. BANKS
District Four

PAUL GRIFFIN
District Five

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



Right of Way Acquisition Closing Statement

Name:	<u>Estate of John R. Anderson</u>	Date:	<u>August 20, 2026</u>
Address:	<u>603 Pascagoula Street</u> <u>Pascagoula, MS 39567</u>	Project:	<u>Highway 22 Intersection</u>
		County:	<u>Madison County, MS</u>
		ROW Parcels:	<u>005-00-00-W/Q</u>

005-00-00-W Payment:	\$ 2,300.00
005-00-00-W Damages Payment:	\$ 3,100.00
005-00-00-Q Payment:	\$ 500.00
Total Payment Due:	\$ 5,900.00

Included Herein:

- Properly Executed W-9
- Properly Executed Warranty Deed
- Properly Executed Quitclaim Deed
- Initialized Fair Market Value Offer

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

Eli Fisher
Acquisitions Agent



**Providing Professional Right of Way Acquisition
& Consultation Services**



MADISON COUNTY, MS
I certify this instrument filed/recorded
08/19/2026 4:33:41 PM
Inst. 1057812 Page 1 of 5
Book: W - 4721 / 827.00
Witness my hand and seal
RONNY LOTT, C.C. BY: CH D.C.

Grantee, prepared by and return to:

Madison County Board of Supervisors

125 West North Street

P.O. Box 608

Canton, MS 39046

Phone: 601-790-2590

Grantor Address:

Estate of John R. Anderson, Deceased

603 Pascagoula Street

Pascagoula, MS 39567

Phone: 228-623-1204

WARRANTY DEED

INDEXING INSTRUCTIONS:

N ½ of Section 12, T8N-R1W, Madison
County, Mississippi

Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South

STATE OF MISSISSIPPI

COUNTY OF MADISON

For and in consideration of Five Thousand Four Hundred and NO/100 Dollars (\$5,400.00) the receipt and sufficiency of which is hereby acknowledged, I, John Anderson Banahan, as Executor of the Estate of John R. Anderson, Deceased, hereby grant, bargain, sell, convey and warrant unto the Madison County Board of Supervisors the following described land:

DESCRIPTION-TRACT 5
JOHN R. ANDERSON

A parcel or tract of land, containing **0.12** acres, more or less, lying and being situated in the North 1/2 of Section 12, T8N-R1W, Madison County, Mississippi, being a part of the John R. Anderson as described in Deed Book 74 at Page 227 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, and being more particularly described as follows:

COMMENCING at the SE corner of the SW ¼ of the SE ¼ of Section 7, T8N-R1E, Madison County, Mississippi; run thence

North for a distance of 3551.20 feet; thence

West for a distance of 3898.53 feet to a found one-inch iron pipe lying at the NW corner of the Sunnybrook Ranch, LLC property as described in Deed Book 2668 at Page 60 of the Records of said Madison County, Mississippi, said point also lying at the SW corner of the J. Peyton Randolph, II property as described in Deed Book 2745 at Page 722 of the Records of said Madison County, Mississippi; run thence

North 83 degrees 28 minutes 45 seconds East along the Northerly boundary of said Sunnybrook Ranch, LLC property and the Southerly boundary of said J. Peyton Randolph, II property for a distance of 2.03 feet to a one-half inch iron rebar; thence

Leaving the Southerly boundary of said J. Peyton Randolph, II property and the Northerly boundary of said Sunnybrook Ranch, LLC property, run South 00 degrees 04 minutes 37 seconds East for a distance of 102.83 feet to a one-half inch iron rebar; thence

North 89 degrees 38 minutes 54 seconds West for a distance of 2.25 feet to a one-half inch iron rebar lying on the Westerly boundary of said Sunnybrook Ranch, LLC property; thence

Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South

Leaving the Westerly boundary of said Sunnybrook Ranch, LLC property, continue North 89 degrees 38 minutes 54 seconds West for a distance of 47.50 feet to a one-half inch iron rebar lying on the Westerly boundary of Section 7, T8N-R1E, said point also lying on the Easterly boundary of Section 12, T8N-R1W, and **POINT OF BEGINNING** of the herein described property; thence

Leaving the Easterly boundary of said Section 12, T8N-R1W, run to one-half inch iron rebars at each of the following calls;

Continue North 89 degrees 38 minutes 54 seconds West for a distance of 10.25 feet; thence
North 00 degrees 04 minutes 37 seconds West for a distance of 149.78 feet; thence
North 04 degrees 22 minutes 22 seconds West for a distance of 133.50 feet; thence

116.72 feet along the arc of a 340.00 foot radius curve to the right, said arc having a 116.14 foot chord which bears North 09 degrees 45 minutes 26 seconds East to the Easterly boundary of said Section 12, T8N-R1W; thence

South 00 degrees 08 minutes 11 seconds East along the Easterly boundary of said Section 12, T8N-R1W, for a distance of 397.42 feet to an one-half inch iron rebar and **POINT OF BEGINNING** of the above described parcel or tract of land.

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

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

This conveyance is less and except all oil, gas and other minerals which may be produced through a well bore.

Grantee agrees to erect and maintain temporary fencing, as reasonably necessary, to contain Grantor's livestock during construction of the road project, and to keep such fencing in place until permanent fencing is installed or construction affecting the existing fence line

Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South

is complete. The temporary fencing shall be installed prior to removal or disruption of any existing fencing. Grantee is not required to erect permanent fencing at the conclusion of construction.

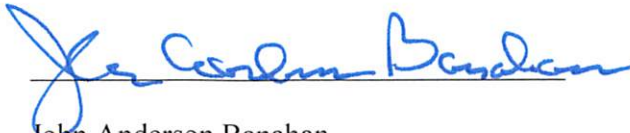
It is further understood and agreed that the consideration herein named is in full, complete, and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 17th day of August A.D. 2026.

The Estate of John R. Anderson, Deceased

BY:



PRINT NAME:

John Anderson Banahan

AS:

Executor of the Estate of John R. Anderson, Deceased

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[ACKNOWLEDGEMENT PAGE FOLLOWS]

Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of August, 2026, within my jurisdiction, the within named John Anderson Banahan, who acknowledged that he is the Executor of the Estate of John R. Anderson, Deceased, and that in said representative capacity he executed the above and foregoing instrument, after first having been authorized so to do.

Ellen K. Mars (NOTARY PUBLIC)

(SEAL)

My commission expires: July 8, 2030



Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South



MADISON COUNTY, MS
I certify this instrument filed/recorded
08/19/2026 4:34:37 PM
Inst. 1057813 Page 1 of 5
Book: W - 4721 / 832.00
Witness my hand and seal
RONNY LOTT, C.C. BY: CH D.C.

Grantee, prepared by and return to:

Madison County Board of Supervisors

125 West North Street

P.O. Box 608

Canton, MS 39046

Phone: 601-790-2590

Grantor Address:

Estate of John R. Anderson, Deceased.

603 Pascagoula Street

Pascagoula, MS 39567

Phone: 228-623-1204

QUITCLAIM DEED

INDEXING INSTRUCTIONS:

NW ¼ of Section 7, T8N-R1E, Madison
County, Mississippi

Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South

STATE OF MISSISSIPPI

COUNTY OF MADISON

For and in consideration of Five Hundred and NO/100 Dollars (\$500.00) the receipt and sufficiency of which is hereby acknowledged, I, John Anderson Banahan, as Executor of the Estate of John R. Anderson, Deceased, hereby grant, bargain, sell, convey, quitclaim, and release unto the Madison County Board of Supervisors the following described land:

DESCRIPTION-TRACT 5
JOHN R. ANDERSON
QUITCLAIM DESCRIPTION

A parcel or tract of land, containing **0.43** acres, more or less, lying and being situated in the NW ¼ of Section 7, T8N-R1E, Madison County, Mississippi, and being more particularly described as follows:

COMMENCING at the SE corner of the SW ¼ of the SE ¼ of said Section 7, T8N-R1E, Madison County, Mississippi; run thence

North for a distance of 3551.20 feet; thence

West for a distance of 3898.53 feet to a found one-inch iron pipe lying at the NW corner of the Sunnybrook Ranch, LLC property as described in Deed Book 2668 at Page 60 of the Records of the Office of the Chancery Clerk of said Madison County, at Canton, Mississippi, said point also lying at the SW corner of the J. Peyton Randolph, II property as described in Deed Book 2745 at Page 722 of the Records of said Madison County, Mississippi, and **POINT OF BEGINNING** of the herein described property; thence

North 02 degrees 06 minutes 00 seconds West along the Westerly boundary of said J. Peyton Randolph, II property for a distance of 332.88 feet to a one-half inch iron rebar lying on the Southerly boundary of the J. Peyton Randolph property as described in Deed Book 1846 at Page 910 of the Records of said Madison County, Mississippi; thence

Leaving the Westerly boundary of said J. Peyton Randolph, II property (Deed Book 2745 Page 722), run along the Southerly boundary of said J. Peyton Randolph, II property (Deed Book 1846 Page 910), 26.79 feet along the arc of a 397.20 foot radius curve to the right, said arc having a 26.79 foot chord which bears North 12 degrees 45 minutes 25 seconds West to a one-half inch iron rebar; thence

Leaving the Southerly boundary of said J. Peyton Randolph, II property (Deed Book 1846 Page 910), run 70.69 feet along the arc of a 340.00 foot radius curve to the left, said arc having a 70.56 foot chord which bears South 25 degrees 32 minutes 50 seconds West to a one-half inch iron rebar lying on the

Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South

Westerly boundary of said Section 7, T8N-R1E, said point also lying on the Easterly boundary of the John R. Anderson property as described in Deed Book 74 at Page 227 of the Records of said Madison County, Mississippi; thence

South 00 degrees 08 minutes 11 seconds East along the Westerly boundary of said Section 7, T8N-R1E, and the Easterly boundary of said John R. Anderson property for a distance of 397.42 feet to a one-half inch iron rebar; thence

Leaving the Westerly boundary of said Section 7, T8N-R1E, and the Easterly boundary of said John R. Anderson property, run South 89 degrees 38 minutes 54 seconds East for a distance of 47.50 feet to an one-half inch rebar lying on the Westerly boundary of the above referenced Sunnybrook Ranch, LLC property; thence

North 00 degrees 03 minutes 10 seconds East along the Westerly boundary of said Sunnybrook Ranch, LLC property for a distance of 102.58 feet to a one-half inch iron rebar and **POINT OF BEGINNING** of the above described parcel or tract of land.

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

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

This conveyance is less and except all oil, gas and other minerals which may be produced through a well bore.

Grantee agrees to erect and maintain temporary fencing on the Grantor's property east of the subject area, as reasonably necessary, to contain Grantor's livestock during construction of the road project, and to keep such fencing in place until permanent fencing is installed or construction affecting the existing fence line is complete. The temporary fencing shall be installed prior to removal or disruption of any existing fencing. Grantee is not required to erect

Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South

permanent fencing at the conclusion of construction.

It is further understood and agreed that the consideration herein named is in full, complete, and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, their heirs, assigns, or legal representatives, for or on account of the construction of the proposed roadway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

Witness my signature this the 17th day of August A.D. 2026.

The Estate of John R. Anderson, Deceased

BY:



PRINT NAME:

John Anderson Banahan

AS:

Executor of the Estate of John R. Anderson, Deceased

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[ACKNOWLEDGEMENT PAGE FOLLOWS]

Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South

**STATE OF MISSISSIPPI
COUNTY OF MADISON**

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of August, 2026, within my jurisdiction, the within named John Anderson Banahan, who acknowledged that he is the Executor of the Estate of John R. Anderson, Deceased, and that in said representative capacity he executed the above and foregoing instrument, after first having been authorized so to do.

Ellen K. Mars

(NOTARY PUBLIC)

(SEAL)

My commission expires: July 8, 2030



Estate of John R. Anderson, Deceased
051A-12 -003/01.00 - South

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



Fair Market Value Offer

Date:	<u>June 23, 2026</u>	Project:	<u>Highway 22 Intersection Project</u>
Name:	<u>Estate of John R. Anderson, Jr.</u>	County:	<u>Madison</u>
Address:	<u>603 Pascagoula Street</u> <u>Pascagoula, MS 39567</u>	ROW Parcels:	<u>005-00-00 - W</u>

It is necessary that the Madison County Board of Supervisors acquire from you a certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument. The value of the real property interests being acquired are based on the fair market value of the property and is not less than the approved appraisal valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal in the amount of \$5,400.00

☒ Appraisal ☐ Waiver Valuation. This appraisal was made based upon recent market data in this area.

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

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

The real property improvement being acquire are: None

The following real property and improvements are being acquired but not owned by you: None

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

Land (W) Fee Simple Value (0.12 acres x \$19,000/acre):	\$	<u>2,300.00</u>
Improvements:	\$	<u>N/A</u>
Damages (Fence):	\$	<u>3,100.00</u>
Total Fair Market Value Offer:	\$	<u>5,400.00</u>

A handwritten signature in black ink, appearing to read 'Eli Fisher', is written over a horizontal line.

Right of Way Acquisition Agent



Providing Professional Right of Way
Acquisition & Consultation Services

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



Fair Market Value Offer

Date:	<u>June 23, 2026</u>	Project:	<u>Highway 22 Intersection Project</u>
Name:	<u>Estate of John R. Anderson, Jr.</u>	County:	<u>Madison</u>
Address:	<u>603 Pascagoula Street</u> <u>Pascagoula, MS 39567</u>	ROW Parcels:	<u>005-00-00 - Q</u>

It is necessary that the Madison County Board of Supervisors acquire from you a certain property necessary for the construction of this project. The identification of the real property and the particular interests being acquired are indicated on the attached instrument. The value of the real property interests being acquired are based on the fair market value of the property and is not less than the approved appraisal valuation disregarding any decrease or increase in the fair market value caused by the project. This fair market value offer includes all damages and is based on our approved appraisal in the amount of \$500.00

☒ Appraisal ☐ Waiver Valuation. This appraisal was made based upon recent market data in this area.

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

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

The real property improvement being acquire are: None

The following real property and improvements are being acquired but not owned by you: None

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

Quitclaim Deed:	\$	<u>500.00</u>
Improvements:	\$	<u>N/A</u>
Damages:	\$	<u>N/A</u>
Total Fair Market Value Offer:	\$	<u>500.00</u>

A handwritten signature in cursive script, appearing to read 'Eli Fisher', written in black ink.

Right of Way Acquisition Agent



Providing Professional Right of Way
Acquisition & Consultation Services