

# **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 19, 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: 003-00-00-W/Q

The Engineering Department recommends that the Board approve the payment of \$90,700.00 for the acquisition of right of way for Highway 22 Intersection Project for John Peyton Randolph, II and authorize the Comptroller to issue the check.

Check payment to:

Payee:

John Peyton Randolph, II  
P. O. Box 702  
Benton, MS 39040

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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>J. Peyton Randolph, II</u> | Date:        | <u>August 19, 2026</u>         |
| Address: | <u>P.O. Box 702</u>           | Project:     | <u>Highway 22 Intersection</u> |
|          | <u>Benton, MS 39040</u>       | County:      | <u>Madison County, MS</u>      |
|          |                               | ROW Parcels: | <u>003-00-00-W/Q</u>           |

|                                        |                     |
|----------------------------------------|---------------------|
| 003-00-00-W Payment:                   | \$ 60,000.00        |
| 003-00-00-W Damages Payment:           | \$ 20,200.00        |
| 003-00-00-W Administrative Adjustment: | \$ 10,000.00        |
| 003-00-00-Q Payment:                   | \$ 500.00           |
| <b>Total Payment Due:</b>              | <b>\$ 90,700.00</b> |

**Included Herein:**

- Properly Executed W-9
- Properly Executed Warranty Deed
- Properly Executed Quitclaim Deed
- Signed Purchase Agreement
- Approved Administrative Adjustment
- 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 reached without coercion, promises other than those shown in the agreement, or threats of any kind whatsoever by or to either party whose name appears on this instrument.*
3. *The undersigned Right of Way Agent has no direct or indirect, present or contemplated future personal interest in the abovementioned parcels nor will in any way benefit from the acquisition of such property.*

Eli Fisher  
Acquisitions Agent



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



MADISON COUNTY, MS  
I certify this instrument filed/recorded  
08/11/2026 1:50:30 PM  
Inst. 1057230 Page 1 of 4  
Book: W - 4716 / 637.00  
Witness my hand and seal  
RONNY LOTT, C.C. BY: CH D.C.

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**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:**

J. Peyton Randolph, II

P.O. Box 702

Benton, MS 39040

Phone: 601-832-7975

**WARRANTY DEED**

**INDEXING INSTRUCTIONS:**

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

J. Peyton Randolph, II  
081C-07 -001/00.00 & 081C-07 -004/01.00

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**STATE OF MISSISSIPPI**

**COUNTY OF MADISON**

For and in consideration of Ninety Thousand Two Hundred and NO/100 Dollars (\$90,200.00) the receipt and sufficiency of which is hereby acknowledged, I, J. Peyton Randolph, II, hereby grant, bargain, sell, convey and warrant unto the Madison County Board of Supervisors the following described land:

**DESCRIPTION-TRACT 3**  
**J. PEYTON RANDOLPH, II**

A parcel or tract of land, containing **0.29** acres, more or less, lying and being situated in the NW  $\frac{1}{4}$  of Section 7, T8N-R1E, Madison County, Mississippi, being a part of the J. Peyton Randolph, II property as described in Deed Book 491 at Page 397, Deed Book 1846 at Page 910 and Deed Book 2745 Page 722 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  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of said Section 7, T8N-R1E, 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 SW corner of the above referenced J. Peyton Randolph, II property (Deed Book 2745 Page 722), said point also 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, 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 (Deed Book 2745 Page 722) for a distance of 332.88 feet to a one-half inch iron rebar lying on the Southerly boundary of the above referenced J. Peyton Randolph, II property (Deed Book 1846 Page 910); 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), 29.76 feet along the arc of a 340.00 foot radius curve to the right, said arc having a 29.75 foot chord which bears North 34 degrees 00 minutes 37 seconds East to a one-half inch iron rebar; thence

J. Peyton Randolph, II  
081C-07 -001/00.00 & 081C-07 -004/01.00

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North 36 degrees 31 minutes 03 seconds East for a distance of 37.09 feet to a one-half inch iron rebar lying on the Southerly Right-of-Way of Highway No. 22 (State Project No. 22-1530(1)), as it existed in March, 2026; thence

Along the Southerly Right-of-Way of said Highway No. 22, 80.01 feet along the arc of a 1195.92 foot radius curve to the left, said arc having a 80.00 foot chord which bears South 53 degrees 24 minutes 55 seconds East to a one-half inch iron rebar; thence

Leaving the Southerly Right-of-Way of said Highway No. 22, run to one-half inch iron rebars at each of the following calls;

South 36 degrees 31 minutes 03 seconds West for a distance of 36.99 feet; thence

166.06 feet along the arc of a 260.00 foot radius curve to the left, said arc having a 163.25 foot chord which bears South 18 degrees 13 minutes 13 seconds West; thence

South 04 degrees 13 minutes 08 seconds West for a distance of 133.50 feet; thence  
South 00 degrees 04 minutes 37 seconds East for a distance of 47.40 feet to a one-half inch iron rebar lying on the Southerly boundary of said J. Peyton Randolph, II property (Deed Book 2745 Page 722), said point also lying on the Northerly boundary of the above referenced Sunnybrook Ranch, LLC property; thence

South 83 degrees 28 minutes 45 seconds West along the Southerly boundary of said J. Peyton Randolph, II property (Deed Book 2745 Page 722) and the Northerly boundary of said Sunnybrook Ranch, LLC property for a distance of 2.03 feet to the **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 homestead.

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

It is 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,

J. Peyton Randolph, II  
081C-07 -001/00.00 & 081C-07 -004/01.00

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 11<sup>th</sup> day of AUGUST A.D. 2026.

BY:

PRINT NAME: J. Peyton Randolph, II

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11<sup>th</sup> day of August, 2026, within my jurisdiction, the within named J. Peyton Randolph, II, who acknowledged that he executed the above and foregoing instrument.



Elijah G. Fisher (NOTARY PUBLIC)

My commission expires: September 21, 2027

J. Peyton Randolph, II  
081C-07 -001/00.00 & 081C-07 -004/01.00



MADISON COUNTY, MS  
I certify this instrument filed/recorded  
08/11/2026 1:51:41 PM  
Inst. 1057233 Page 1 of 4  
Book: W - 4716 / 643.00  
Witness my hand and seal  
RONNY LOTT, C.C. BY: CH D.C.

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**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:**

J. Peyton Randolph, II

P.O. Box 702

Benton, MS 39040

Phone: 601-832-7975

**QUITCLAIM DEED**

**INDEXING INSTRUCTIONS:**

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

J. Peyton Randolph, II  
081C-07 -001/00.00 & 081C-07 -004/01.00

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**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, J. Peyton Randolph, II, hereby grant, bargain, sell, convey, quitclaim, and release unto the Madison County Board of Supervisors the following described land:

**DESCRIPTION-TRACT 3**  
**J. PEYTON RANDOLPH, II**  
**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

J. Peyton Randolph, II

081C-07 -001/00.00 & 081C-07 -004/01.00



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 homestead.

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

It is 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.

J. Peyton Randolph, II  
081C-07 -001/00.00 & 081C-07 -004/01.00

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 11<sup>th</sup> day of August A.D. 2026.

BY:

PRINT NAME: J. Peyton Randolph, II

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11<sup>th</sup> day of August, 2026, within my jurisdiction, the within named J. Peyton Randolph, II, who acknowledged that he executed the above and foregoing instrument.



Elijah G. Fisher (NOTARY PUBLIC)

My commission expires: September 21, 2027

J. Peyton Randolph, II  
081C-07 -001/00.00 & 081C-07 -004/01.00

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



**Purchase Agreement**

|                 |                        |                     |                         |
|-----------------|------------------------|---------------------|-------------------------|
| <b>Name:</b>    | J. Peyton Randolph, II | <b>Date:</b>        | 8/11/26                 |
| <b>Address:</b> | P.O. Box 702           | <b>Project:</b>     | Highway 22 Intersection |
|                 | Benton, MS 39040       | <b>County:</b>      | Madison                 |
| <b>Tax ID.:</b> | 081C-07-001/00.00 &    | <b>ROW Parcels:</b> | 003-00-00 -W/Q          |
|                 | 081C-07-004/01.00      |                     |                         |

I, Peyton J. Randolph, II, do hereby understand that the original Fair Market Value Offer for the conveyance of all property rights required for the Highway 22 Intersection Project 0.29 acres in fee simple interest and quitclaim deed is \$80,700.00.

I have rejected the original Fair Market Value Offer of \$80,700.00.

I further understand that an Administrative Adjustment was approved by the Madison County Board of Supervisors. Said Administrative Adjustment was a \$10,000.00 increase in compensation above the Fair Market Value Offer. I understand the total approved compensation for the property rights acquired, after the Administrative Adjustment, is \$90,700.00.

I have accepted the offer to purchase the property for a total compensation of \$90,700.00.

**Signature:**

A handwritten signature in blue ink, appearing to read 'Peyton J. Randolph, II', written over a horizontal line.

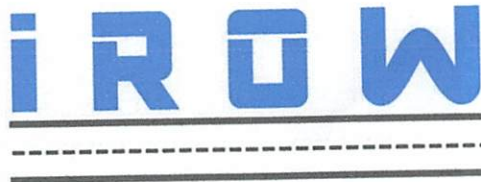
**Date:**

8/11/26



Providing Professional Right of Way Acquisition  
& Consultation Services

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



August 3, 2026

To: Madison County Board of Supervisors

RE: Landowner Counteroffer  
Highway 22 Intersection Project - Parcel 081C-07 -001/00.00 & 081C-07 -004/01.00  
Peyton J. Randolph II

Members of the Board:

Please find attached a landowner counteroffer for the above referenced parcel on the Highway 22 Intersection Project. Justification for the landowner counteroffer was provided in the form of comparable sales.

|                                     |                  |                                       |
|-------------------------------------|------------------|---------------------------------------|
| FMVO (6/26/2026):                   | \$ 60,000.00     | (Fee Acquisition Area)                |
|                                     | \$ 20,200.00     | (Damages)                             |
|                                     | <u>\$ 500.00</u> | (Quitclaim Interest)                  |
|                                     | \$ 80,700.00     | (TOTAL)                               |
| Admin. Adjust. Request (7/16/2026): | \$ 17,300.00     |                                       |
| LO Counteroffer Total (7/16/2026):  | \$ 98,000.00     | (Inclusive of All Acquisition Rights) |

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jim Turner', is written over a horizontal line.

Jim Turner, MAI  
Managing Director

After due consideration of the above and attached documents, the Madison County Board of Supervisors has authorized an Administrative Adjustment in the amount of \$ 10,000, for a total offer to purchase all necessary acquisition rights for Highway 22 Intersection Project Parcel 081C-07 -001/00.00 & 081C-07 -004/01.00 in the amount of \$ 90,700.

Signature:

A handwritten signature in blue ink, appearing to read 'David A. Turner', is written over a horizontal line.

President  
Madison County Board of Supervisors

Date:

8/3/24

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



### Fair Market Value Offer

|                 |                               |                     |                                        |
|-----------------|-------------------------------|---------------------|----------------------------------------|
| <b>Date:</b>    | <u>June 24, 2026</u>          | <b>Project:</b>     | <u>Highway 22 Intersection Project</u> |
| <b>Name:</b>    | <u>J. Peyton Randolph, II</u> | <b>County:</b>      | <u>Madison</u>                         |
| <b>Address:</b> | <u>P.O. Box 702</u>           | <b>ROW Parcels:</b> | <u>003-00-00 - W</u>                   |
|                 | <u>Benton, MS 39040</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 \$80,200.00.

☒ 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 (0.29 acres x \$4.75/sq. ft.): | \$        | <u>60,000.00</u>        |
| Improvements:                                            | \$        | <u>N/A</u>              |
| Damages:                                                 | \$        | <u>20,200.00</u>        |
| <b>Total Fair Market Value Offer:</b>                    | <b>\$</b> | <b><u>80,200.00</u></b> |

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

**i R O W**

|                 |                               |                     |                                        |
|-----------------|-------------------------------|---------------------|----------------------------------------|
| <b>Date:</b>    | <u>June 24, 2026</u>          | <b>Project:</b>     | <u>Highway 22 Intersection Project</u> |
| <b>Name:</b>    | <u>J. Peyton Randolph, II</u> | <b>County:</b>      | <u>Madison</u>                         |
| <b>Address:</b> | <u>P.O. Box 702</u>           | <b>ROW Parcels:</b> | <u>003-00-00 - Q</u>                   |
|                 | Benton, MS 39040              |                     |                                        |

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

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

|                 |    |               |
|-----------------|----|---------------|
| Quitclaim Deed: | \$ | <u>500.00</u> |
| Improvements:   | \$ | <u>N/A</u>    |
| Damages:        | \$ | N/A           |

Eli Fisher



## Providing Professional Right of Way Acquisition & Consultation Services