

**GIDEON REAL ESTATE, LLC  
103 PLANTATION COVE, STE. C  
MADISON, MS 39110  
601-941-0970**

June 2, 2014

Madison County Board of Supervisors  
P.O. Box 608  
Canton, MS 39046

RE: Clearing of lot along Denim Way and Weisenberger Road

Gentlemen:

We have recently purchased property located at the intersection of Denim Way and Industrial Drive South. Madison County owns the property at the intersection of Denim Way and Weisenberger Road which adjoins our recently purchased property to the east.

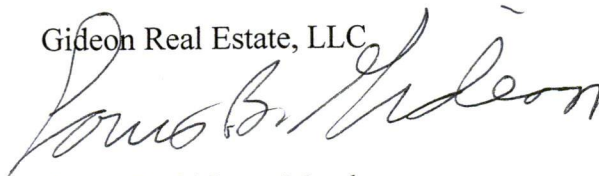
We would like to clear a portion of the property owned by the County so as to enhance the property and provide a visual site line to our property from Weisenberger Road.

We will bear the cleanup expense, and assume responsibility and/or liability for any damages during the cleanup on the property. An aerial photograph of the property is attached hereto with that portion to be cleared marked. A copy of the deed to the recently purchased property is also attached.

We look forward to discussing this matter with you at your next regular meeting.

Sincerely,

Gideon Real Estate, LLC



Louis B. Gideon, Member

DAM/lis  
(W/Encl.)

My Notes

On the go? Use [m.bing.com](http://m.bing.com) to find maps, directions, businesses, and more



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**PREPARED BY:**

Don A. McGraw, Jr. - MSBN 2621  
Montgomery McGraw, PLLC  
P. O. Box 1039  
Canton, MS 39046  
601-859-3616

**RETURN TO:**

Don A. McGraw, Jr.  
Montgomery McGraw, PLLC  
P. O. Box 1039  
Canton, MS 39046  
601-859-3616

12.00  
571

**INDEXING:** NE 1/4 of Section 28, Township 8 North, Range 2 East, Madison County,  
Mississippi.

**STATE OF MISSISSIPPI  
COUNTY OF MADISON**

**WARRANTY DEED**

**FOR AND IN CONSIDERATION** of the sum of Ten Dollars (\$10.00) cash in hand paid and  
other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the  
undersigned:

**GRANTOR:**

**MORRIS REAL ESTATE, LLC, a Mississippi Limited Liability Company**  
**108 Solleftea Dr.**  
**Madison, MS 39130**  
**Phone: 601-898-3830**

does hereby sell, convey and forever warrant unto:

**GRANTEE:**

**GIDEON REAL ESTATE, LLC., a Mississippi Limited Liability Company**  
**103 Plantation Cove, Ste. C**  
**Madison, MS 39110**  
**Phone: 601-941-0970**

the following described land and property situated in Madison County, Mississippi, to wit:

**That part of the following described property lying South of Denim Way:**

A certain parcel of land situated in the West ½ of the NE ¼ of Section 28, Township 8 North, Range 2 East, Madison County, Mississippi, more particularly described as follows:

Beginning at the NW corner of the NE ¼ of said Section 28, Township 8 North, Range 2 East, run thence South 89 degrees 31 minutes East along the South right-of-way line of Gluckstadt Road for a distance of 424.64 feet to a point; Run thence South 00 degrees 17 minutes West for a distance of 2650.99 feet to a point; run thence North 88 degrees 54 minutes West for a distance of 434.51 feet to a point; run thence North 00 degrees 30 minutes East along the West line of the NE ¼ of said Section 28, Township 8 North, Range 2 East for a distance of 2646.37 feet to the Point of Beginning, containing 26.12 acres, more or less.

Subject to Covenants attached hereto as **Exhibit "A"**.

**WARRANTY OF THIS CONVEYANCE** is subject to the following exceptions, to wit:

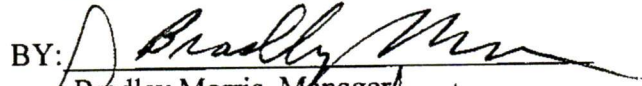
1. County of Madison, Mississippi, ad valorem taxes for the year 2014, (including Parkway East Assessment) which shall be prorated to the date hereof.
2. County of Madison, Mississippi, Zoning and Subdivision Regulations Ordinance, as amended.
3. Reservations, conveyances and/or leases of record in regard to the oil, gas and other minerals lying in, on and under the subject property.
4. Rights-of-way and easements for roads, power lines and other utilities and restrictive covenants of record.

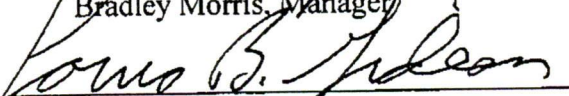
By acceptance of this Deed, Grantee assumes the Parkway East Assessment as of the date hereof covering the property as described in Book 2245 at Page 971 in the records in the office of the Chancery Clerk of Madison County, Mississippi. Louis B. Gideon does hereby execute this deed to evidence the fact that he has guaranteed the timely payment of the Parkway East assessment.

**WITNESS OUR SIGNATURES** on this the 14 day of MAY, 2014.

MORRIS REAL ESTATE, LLC

BY:

  
Bradley Morris, Manager

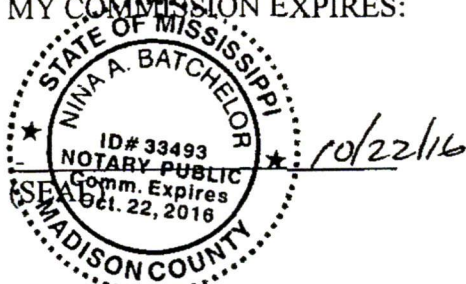
  
Louis B. Gideon, Guarantor

STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 14 day of May, 2014, within my jurisdiction, the within named **Bradley Morris** who acknowledged that he is Manager of **Morris Real Estate, LLC, a Mississippi Limited Liability Company**, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument after first having been duly authorized by said company so to do.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

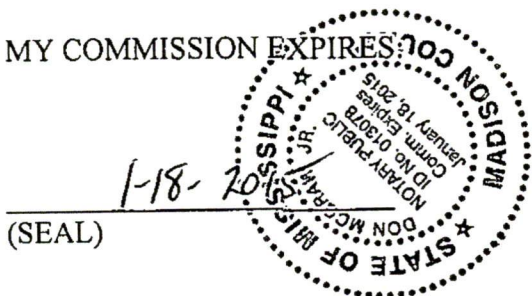


STATE OF MISSISSIPPI  
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 14<sup>th</sup> day of May, 2014, within my jurisdiction, the within named **Louis B. Gideon** who acknowledged that he executed the above and foregoing instrument.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



(SEAL)

# EXHIBIT "A"

BOOK 3084 PAGE 186

## COVENANTS

The following covenants are hereby imposed by the Grantor on the subject property described in the Deed to which these Covenants are attached:

I. No part of the above described property shall be used for any of the following purposes:

A. Any activity that emits any offensive odors, dust, noxious gas, noise, vibrations, smoke, heat or glare beyond the premises wherein such use is located.

B. For storage of salvage, junk or second hand materials as a principal or primary business.

C. No part of the property shall be used for a package store, a pawn shop, a porn shop, a pool hall, a massage parlor, a "juke joint" as the term is applied to certain disreputable establishments.

II. The following minimum standards with respect to the above described property and the use thereof, are hereby established:

A. All buildings shall be of masonry block construction, brick veneer exterior, or of wood frame construction with brick veneer exterior, its equivalent or better. Metal buildings are acceptable with a masonry veneered exterior.

B. Decorative treatment of the front and side elevations shall be esthetically pleasing and completed immediately following construction of any building on the subject property.

C. Landscaping and parking property layout shall be professionally designed, esthetically pleasing and properly planned and completed.

III. Outside storage area shall be fenced to a minimum height of six (6) feet and maximum height of eight (8) feet, and all such fencing shall be of a type to provide solid screening. All outside storage area shall be completely enclosed with solid screen fencing pursuant to these Covenants.

IV. The above described property and all improvements thereon and appurtenances thereto shall at all times be kept in a safe, clean, and wholesome condition and state of repair.

V. All buildings and other structures erected or placed on the above described property shall be so designed, located, and constructed as to permit all vehicles of whatever nature entering upon said property to be parked, maneuvered, loaded or unloaded thereon. No loading dock will be permitted on the front of any building or structure and adequate area shall be provided for the maneuvering access to any loading dock built on the side or rear of any building or structure.

VI. All driveways and parking areas on the above described property shall be properly prepared and paved with asphalt or concrete. All other areas of the property on which no building or other structure exists shall be dust-proofed or landscaped.

VII. All telephone or electrical lines outside any building running from the power transmission lines or poles shall be underground and shall conform to existing electrical codes.

VIII. All notices given hereunder shall be by certified or registered mail, return receipt requested to the appropriate address of the respective property owner. The date of postmark shall be deemed the date of delivery.

IX. These covenants shall run with and bind the property described on Exhibit "A" attached hereto for a term of thirty (30) years from the date same are recorded in the office of the Chancery Clerk of Madison County, Mississippi, and the expiration of this period shall be automatically extended for successive periods of ten (10) years, unless within one (1) year prior to the expiration of any ten (10) year period an instrument memorializing the termination of the covenants is signed by Morris Real Estate, LLC, a Mississippi limited liability company, or its successors and assigns and is recorded in the office of the Chancery Clerk of Madison County, Mississippi. This declaration may be amended at any time by an instrument signed by Morris Real Estate, LLC and the then current owner of the subject property, but excluding those persons or entities who hold an interest in a portion of the property merely as security for the performance of an obligation or payment of a debt.

X. If any owner or owners of the subject property or any part thereof, or their heirs, devisees, assigns or successors in title, shall violate or attempt to violate any of the covenants herein, then Morris Real Estate, LLC, or its successors or assigns, or any other person or persons owning any property subject to these covenants, may prosecute any proceeding at law or in equity against

the person or persons violating or attempting to violate any of such covenants, either to prevent him or them from doing so, or to recover damages for such violation or both as may be authorized by the laws of this State. All of the terms and conditions set forth and contained herein shall be specifically enforced. Any person obligated by these covenants and found by a court of proper jurisdiction to have violated or attempted to violate these covenants shall pay a reasonable attorney's fee and all costs to the party or parties bringing the action seeking to enjoin said violation and the court may establish, on the evidence, the amount of said reasonable attorney's fees and costs.