
Deed prepared by and to be returned to:

Mike Espy
Mike Espy, PLLC
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(601) 355-9101
MB #5240

INDEXING INSTRUCTIONS:

In Section 5, Township 7 North, Range 2
East, and Lot 6, Madison Business Park
(Amended), Madison County, Mississippi

SPECIAL WARRANTY DEED

GRANTOR:

Madison County, Mississippi
Attn: Madison County Administrator
125 West North Street
Canton, MS 39046
Telephone: (601) 855-5500

GRANTEE:

Special Olympics Mississippi, Inc.
P.O. Box 9407
Jackson, Mississippi 39206

STATE OF MISSISSIPPI)
COUNTY OF MADISON)

SPECIAL WARRANTY DEED

This Deed made this ____day of August, 2015, by and between Madison County, Mississippi, a county and political subdivision of the State of Mississippi, by and through authority of the Madison County Board of Supervisors, as GRANTOR, and Special Olympics Mississippi, Inc., as GRANTEE.

WHEREAS, GRANTOR has found and determined, by Resolution duly and lawfully adopted on July 20, 2015, and spread upon it's Minutes on August 3, 2015, in addition to that Lease Purchase Agreement between the Madison County Board of Supervisors as LESSOR, and the Special Olympics Mississippi, Inc., as LESSEE (formerly Mississippi Special Olympics, Inc.), dated April 12, 1994, which provides authority for sale of hereinafter described land by private sale to the Special Olympics Mississippi, Inc., according to the terms of a purchase schedule previously adopted by the Madison County Board of Supervisors on February 18, 1994; and

WHEREAS, upon presentation of this Special Warranty Deed, said Lease Purchase Agreement is terminated; and

WHEREAS, GRANTOR pursuant to Miss. Code Ann. §19-7-3 desires to sell the Property which has been deemed to no longer be of use to county local government or needed for the operation of the county at large, and which, by the sale of such, will promote, foster, and encourage the civic, social, educational, cultural, moral, and economic development of Madison County; and

WHEREAS, in consideration of the sum of Ten Dollars (\$10.00) cash in hand, and other good and valuable consideration, GRANTOR does hereby grant, bargain, sell, convey and specially warrant unto GRANTEE, the real property situated at Lot 6 Madison Business Park as per that certain plat or record in Plat Cabinet D at Slide 28 in the Office of the Chancery Clerk of Madison County, Mississippi, which is more particularly described as follows:

A tract of land situated in the Section 5, Township 7 North, Range 2 East, Madison County, Mississippi and more particularly described as follows:

Commencing from the intersection of the south line of Section 5, Township 7 North, Range 2 East, Madison County, Mississippi and the eastern right of way line of the Illinois Central Railroad (said eastern right of way line being 50 feet eastward of and

parallel to the physical center of the existing Illinois Central Railroad track); thence North 23 degrees, 11 minutes, 04 seconds East along the said eastern right of way line for 1122.15 feet to the "Point of Beginning of the tract herein described; thence

North 23 degrees, 11 minutes, 04 seconds East and continuing along the said eastern right of way line for 203.19 feet to an iron pin; thence

South 67 degrees, 56 minutes, 22 seconds East for 513.78 feet to an iron pin in the western line of County Barn Road (said western line being 30 feet westward of and parallel to the physical center of said County Barn Road); thence

South 2 degrees, 53 minutes, 14 seconds East along the said western line of County Barn Road for 250.00 feet to an iron pin; thence

South 89 degrees, 56 minutes, 21 seconds West for 138.92 feet to an iron pin; thence

North 59 degrees, 13 minutes, 16 seconds West for 500.30 feet to the said "Point of Beginning", containing 3.20 acres, more or less;

And also being described as Lot 6, Madison Business Park (Amended), a subdivision in the City of Madison, per plat filed in Plat Cabinet C, Slide 180, in the office of the Chancery Clerk of Madison County, at Canton, Mississippi.

TOGETHER WITH, Subject to, and in Recognition of the following restrictive covenants, liens, exceptions, and encumbrances to wit:

1. Right-of-way to Koch Gateway Pipeline Company, recorded in Book 474 at Page 698;
2. All applicable zoning ordinances and subdivision regulations for the City of Madison and/or Madison County, Mississippi;
3. All prior reservations or conveyances, together with release of damages, of oil, gas or other minerals, which may lie in, on or under the referenced property;
4. Any errors due to improper indexing in the offices of the Chancery Clerk, Circuit Clerk, Tax Assessor and/or Tax Collector and/or any other public office dealing with any matters related to the title of the subject property;

5. That 20' water and sewer easement along West side lot line of the subject property as shown on recorded plat;

6. That easement to the City of Madison, Mississippi, recorded at Book 366, Page 176.

TO HAVE AND TO HOLD, the same unto said GRANTEE and GRANTEE'S successors and assigns. And for the consideration aforesaid, said Grantor does hereby, for itself, its successors and assigns, covenant with the said GRANTEE and GRANTEE'S successors and assigns, that it shall warrant and defend the title thereto unto said GRANTEE AND GRANTEE'S successors and assigns, against the claims of all persons whatsoever claiming or to claim the same or any part thereof by, through, and under GRANTOR, subject to the Permitted Exceptions, as stated.

IN WITNESS WHEREOF, Grantor has executed this instrument on the date as set forth below:

MADISON COUNTY, MISSISSIPPI, a body politic and corporate of the State of Mississippi, by and through authority of the **Madison County Board of Supervisors**.

By: _____
Karl M. Banks
President, Madison County Board of Supervisors

ATTEST:

Ronnie Lott,
Chancery Clerk

SEAL

STATE OF MISSISSIPPI

COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 2015, within my jurisdiction, the within named Karl M. Banks who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature(s) on the instrument and as the act and deed of their entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

NOTARY PUBLIC

My Commission expires: _____

(SEAL)