

EXHIBIT A

8



*Clay County Board of Supervisors
Agenda for Regular Meeting
Friday, December 20, 2019, at 9:00 a.m.*

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Authorize and present Resolution to the 2019 WPHS Football Team and Coach Chris Chambless Commemorating the four (4) time State Championship
- Authorize and approve Resolutions Commemorating the service of Robert D. Harrell, Jr and Paige Lamkin
- David or Max Marsh
 - Presentation of Award
- Robert Calvert
 - Road and Bridge Project Listing
- Treva Hodge
 - Authorization to pay Election Commissioners prior to 12/31/2019
 - Update on Customer Service Training
- Paige Lamkin
 - Authorize and approve the changing of a tax bill
- Porsha Lee
 - Request to be appointed to serve as the Interim Assessor/Collector 1/2/2020 – 1/5/2020
 - Request of Petty Cash beginning 1/2/2020
- Accept the Supply and Material Bids as received to be opened, tabulated, and presented to Board on Monday, Jan. 6, 2020
- Award and Accept Hay Lease Bid
- Award and Accept Propane Bid
- Authorize and approve for payment LINK Invoices in the amount of \$637.50 and \$2,200.00 and for Clerk to bill the City of West Point their portion
- Authorize Travel for County Officials and Employees
- Torrey Williams
 - Tornado Safe Room Project
- Amy Berry
 - Authorize and approve the Amended Agreement with Tom Soya Grain Company on the Port
 - Consider payment of advertisement to DTL for Letters from Santa
 - Authorize and approve the submission of grant no. SW1199 for Sanitation DEQ Officer
 - Authorize and approve the Statutory Salary increase for Supervisors as allowed by *MS Code* effective Jan. 1, 2020
- Request to go into executive session as allowed under Section 25-41-7 of *the Mississippi Code* to discuss a personnel matter
- Recess until Monday, January 6, 2020, at 9:00 a.m.

Amendments:

Authority to Travel:

- Chancery Clerk to travel for mandatory MS Judicial College training February 4-6, 2020 to the Hilton Hotel in Jackson, MS
- Supervisors, Chancery Clerk, County Engineer, and Board Attorney to travel to Jackson in January to attend the MAS Supervisors Winter Conference Training
- Alvin Carter, Jr, Coroner, to attend the MSCMEA 2020 Winter Conference January 8-10, 2020 in Flowood, MS
- Constables to travel to Vicksburg to Quarterly Board meeting of the MS Constables Association

M _____

S _____

Reminders:

- Bob Harrell's Retirement Party today from 2:00 – 4:00 at the new Court Complex
- All County Offices will be closed Dec. 24 – 25th and 31st – Jan. 1st.
- Swearing In Ceremony will be held Thursday, January 2, 2020 at 9:00 a.m. at the Court Complex in Court Room A
- Business After Hours with the LINK will be held Jan. 9, 2020 at PACAAR from 5:30 – 7:30

EXHIBIT B

RESOLUTION HONORING
WEST POINT HIGH SCHOOL "GREEN WAVE" FOOTBALL TEAM
AND COACH CHRIS CHAMBLESS FOR WINNING THE
2019 CLASS 5A STATE CHAMPIONSHIP

WHEREAS, the West Point High School Green Wave defeated the Picayune Maroon Tide on December 7, 2019, at M.M. Roberts Stadium in Hattiesburg, Mississippi, to win the 2019 MHSSA Class 5A State Championship; and

WHEREAS, the West Point Green Wave's winning record places them in two elite classes, being one of two schools to achieve eleven state championship victories in school history and one of three schools to win four consecutive state titles; and

WHEREAS, it is with great pride the Clay County Board of Supervisors recognizes the West Point Green Wave, led by Coach Chris Chambliss and a supportive staff of offensive and defensive coaches, for the honor they have brought to their school and Clay County, Mississippi.

NOW, THEREFORE, BE IT RESOLVED BY THE CLAY COUNTY BOARD OF SUPERVISORS, that we do hereby commend and congratulate the West Point High School Green Wave Football Team, Coach Chris Chambliss and staff for their 2019 MHSAA Class 5A State Championship, the school's fourth consecutive win, and extend to the players, coaches, parents, school administrators and supporters our sincerest and best wishes.

DATED this the 20th day of December, 2019.

ATTEST:


AMY G. BERRY
CHANCERY CLERK

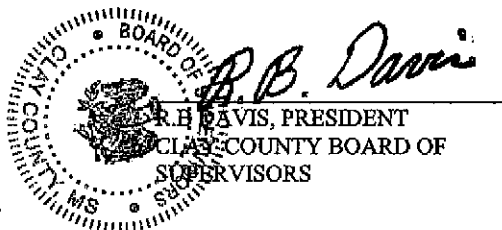


EXHIBIT C

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI
COMMENDING THE SERVICE OF ROBERT D. HARRELL, JR.**

BE IT RESOLVED, Robert D. Harrell, Jr. served the people of Clay County, Mississippi in the capacity as Deputy Sheriff of Clay County and the Circuit Clerk of Clay County from 1996 through 2019 with distinction, character, honor, and wisdom;

BE IT FURTHER RESOLVED that Robert D. Harrell, Jr. represented and served in the Mississippi Circuit Clerk's Association for Clay County, during which time he performed exemplary service to the entire State of Mississippi and for Clay County; and

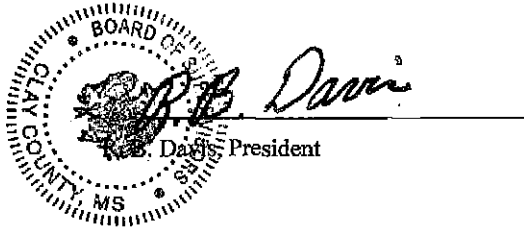
BE IT FURTHER RESOLVED, that Robert D. Harrell, Jr. represented and served his country with honor and distinction by serving six (6) years in the United States Marine Corp, nine (9) years in the United States Army, serving one tour of service abroad to Afghanistan, and currently is active in the Mississippi National Guard where he serves as Platoon Sargent First Class for the 288th Sapper Company Infantry from Houston, Mississippi; and

BE IT FURTHER RESOLVED, that Robert D. Harrell, Jr. is a member of the West Point Rotary Club, the American Legion, the VFW, and served as a past President for the West Point Rotary Club; and

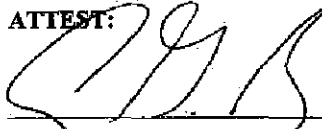
BE IT FURTHER RESOLVED that Robert D. Harrell, Jr. has been a lifelong resident of Clay County, Mississippi. He and his family are members of the First United Methodist Church and actively participate in the ministries of the church. He has been a devoted father to five children and performed great services and contributions to his Country, Community, and to Clay County, Mississippi.

IT IS THEREFORE RESOLVED, that on this the 20th day of December, 2019, the Clay County Board of Supervisors does hereby express its appreciation to Robert D. Harrell, Jr. for his long-time service and dedication to the people of Clay County, Mississippi.

Upon motion by Luke Lummus and second by Shelton Deanes, the above Resolution was duly adopted, on this the 20th day of December, 2019.



ATTEST:


Amy G. Berry, Chancery Clerk
Clerk of the Board

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI
COMMENDING THE SERVICE OF PAIGE LAMKIN**

BE IT RESOLVED, that Paige Lamkin has served the people of Clay County, Mississippi as an official for the Clay County Tax Assessor Collector's Office for eight (8) years; and

BE IT FURTHER RESOLVED, that Paige Lamkin was elected to serve as the Tax Assessor Collector for Clay County from January 2012 through December 2019 and during such time she served her County with humility, honor, character, and wisdom; and

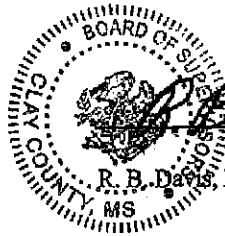
BE IT FURTHER RESOLVED, that Paige Lamkin represented Clay County and served in the Mississippi Tax Assessor Collector's Association during which time she performed exemplary service not only to her County but to the State of Mississippi; and

BE IT FURTHER RESOLVED, that Paige Lamkin and her family are members of Calvary Baptist Church; and

BE IT FURTHER RESOLVED, that Paige Lamkin has been a lifelong resident of Clay County, Mississippi for her entire life and that she has been married to Shane Lamkin for nineteen (19) years. She has been a devoted wife and mother to their one son, Nate Lamkin, and she has performed great services and contributions to her community and to Clay County, Mississippi.

IT IS THEREFORE RESOLVED, that on this the 20th day of December, 2019, the Clay County Board of Supervisors does hereby express its appreciation to Paige Lamkin for her long-time service and dedication to the people of Clay County, Mississippi.

Upon motion by Luke Lummus and second by Shelton Deanes, the above Resolution was duly adopted, on this the 20th day of December, 2019.

 *R. B. Davis*
R. B. Davis, President

ATTEST:


Amy Berry, Chancery Clerk
Clerk of the Board

EXHIBIT D

CLAY COUNTY ROAD and BRIDGE PROJECTS

DATE: 12/10/2019

1. Beasley Road Bridge and Approaches (1,000') \$1,500,000
Bridge over Old Field Creek has deck deterioration with exposed re-bar and needs replacing.
2. Clay County Parking Lot (58 parking spaces) \$ 250,000
Courthouse parking lot containing 58 parking spaces is currently unpaved and is in need of drainage and paving.
3. Intersection of Eshman Avenue and Yokohama Boulevard (300') \$ 150,000
Connecting section between Eshman Avenue and Yokohama Boulevard has been changed from one way traffic to two way traffic that has created an unsafe intersection in need of improvement.
4. Lake Grove Reconstruction (2,800') \$1,500,000
Differential roadway settlement has resulted in an unlevel/unsafe riding surface because of a failing subgrade that needs reconstruction to improve safety for the traveling public. Construction plans are complete for this project and the project is ready to advertise for construction bids.
5. Lake Grove Road (12,000') \$1,200,000
Numerous pot holes and base failures is causing an undue maintenance cost and is in need of reconstruction to improve safety and damage to vehicles traveling the roadway.
6. Northwood Forrest Intersection to U.S. Highway 45A (350') \$ 600,000
Narrow roadway with inadequately sized culvert and a ninety degree curve on east side of culvert is a hazardous unsafe condition that needs improvement by installation of an adequate box bridge and eliminating the ninety degree curve by connecting Northwood Forrest Road directly to Highway 45 A.
7. Randle Road (4,500') \$ 450,000
Numerous pot holes and base failures is causing an undue maintenance cost and is in need of reconstruction to improve safety to vehicles traveling the roadway.
8. Ray Vail Road Bridge and Approaches (600') \$ 900,000
An inadequate load carrying capacity railroad flat car needs to be replaced with an adequate capacity bridge for the safety of the traveling public.

9. Tibbee Road (9,300') \$2,800,000
 The road is one of three access roads connecting Clay County and Lowndes County. The road is subject to an average of 15 days of flooding per year with an average of 5 day duration per flood. Tibbee Road provides access to the Golden Triangle Regional Airport, East MS Community College and Communiversity, Plymouth-Bluff Cultural Center, the Golden Triangle Industrial Park, and the Golden Triangle Regional Solid Waste Authority. The improvement of the road to an all-weather road will have a significant impact on the area economy. Construction plans are complete for the project and the project is ready to advertise for construction bids.
10. Waverly Road – City Limits to Dogwood Drive (4,700') \$ 500,000
 Numerous potholes and base failures make the road a safety hazard to the traveling public because of a failing subgrade that needs to be reconstructed to improve safety for the traveling public.
11. West TVA Road (5,900') \$1,250,000
 The Cattleman's Stockyard, LLC has opened a new business on the West TVA Road and provides a significant economic impact to the regional agricultural viability. Heavy cattle trucks haul livestock to and from this facility for the weekly livestock auction. The road is in need of reconstruction to strengthen the roadway base to accommodate the increased truck traffic and to prevent the total failure of the roadway.

EXHIBIT E



Clay County Tax Assessor/Collector
Paige Lamkin
P. O. Box 795
West Point, MS 39773
Phone: (662) 494-3432 or (662) 494-2724
Fax: (662) 494-7452

To: Clay County Board of Supervisors
From: Paige Lamkin *pl*
Re: Official Last Day
Date: December 20, 2019

Please accept this letter as documentation that my last official day as Clay County Tax Assessor/Collector is Tuesday, December 31, 2019. I am requesting this Board appoint Porsha Lee, Interim Tax Assessor/Collector, for January 2, 2020 and January 3, 2020, due to her official start date being January 6, 2020. Thank you for your assistance with this matter.

CLAY COUNTY TAX COLLECTOR
 PAIGE LAMKIN
 Real Property Change Form

Parcel Id : 082D215C 0100000 Change Number: 201900003
 Assessment Year: 2019 Change Type: CHANGE
 Name and Address: POINDEXTER CHARLES Date Effective 11/26/2019
 260 N TVA RD 15:54:19
 WEST POINT MS 39773 Date Modified: 11/26/2019
 Operator ID: PORSHA

T LOT 6 BLOCK 99 W 3 S-T-R: 15-17-06E Acres:
 DB 261/408

	<u>Previous</u>	<u>Current</u>	<u>Difference</u>
Tax District	3110	3110	
Asd Cul Land	985	835	150-
Asd Unc Land			
Asd Imp Val	6674	6674	
Asd Tot Val	7659	7509	150-
Advalorem Tax	393.21	385.51	7.70-
Reg Hmstd Val			
Reg Hmstd Credit			
Spcl Hmstd Val			
Spcl Hmstd Credit			
Agri Acres			
Market Acres			
Timber Acres			
Timber Tax			
Imp. Dist:			
:			
:			
:			
:			
:			
Total Tax	393.21	385.51	7.70-

REASON: ERROR IN LAND CALCULATION

I hereby certify that the above correction should be made by the Collector.

Paige Lamkin
 Assessor

I hereby certify that the above correction has been made.

Paige Lamkin
 Collector

I hereby certify that the above correction will be incorporated in the final settlement

 Deputy Clerk

EXHIBIT F

NOTICE TO BIDDERS
RE: SERVICE CONTRACT FOR PROPANE/BUTANE

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 21st day of November, 2019 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for sealed for a one year service contract to run from January 1, 2020 through December 31, 2020 to inspect and refuel the butane tanks located at the following County Buildings or Repeater Towers as follows:

1. To Furnish Butane to all Five District Sheds
2. To Furnish Butane to all Voting Precincts
3. To Furnish Butane to all Volunteer Fire Departments – ONLY BY REQUEST FROM THE VOLUNTEER FIRE DEPARTMENTS
4. To Furnish Butane to the two repeater towers as located on Enon Road and Pinkerton Road

WHEREAS all tanks are owned by Clay County.

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. on December 20, 2019. Mailed bids should be clearly marked "Annual Bids-Do Not Open until 12/20/2019".

The Board of Supervisors reserve the right to accept or reject all bids received and to waive any and all formalities with the acceptance and rejection of the bids.

After motion by Shelton Deanes and second by Luke Lummus this Board doth vote unanimously in favor of the motion.

SO ORDERED this the 21st day of November, 2019.

R. B. Davis, President
Board of Supervisors

ATTEST:

Amy G. Berry, Chancery Clerk
Clerk of the Board

Publication Dates:

12/06/2019
12/13/2019



SCOTT PETROLEUM CORPORATION

905 Hwy. 12 W. Starkville, MS 39759 (Office) 662-324-5311 (Fax) 662-320-4520

12/20/19

PROPANE BID

Propane Bid for Clay County Board of Supervisors from January 1, 2020 to December 31, 2020

Price per gallon \$1.149 Per Gallon

Leak Test \$0.00 Per Call

Thank You,

Kevin Fondren

Kevin Fondren
Div Manager

Starkville LP Gas
PO Box 823
Starkville, MS 39760
(662) 323-3146

Quote Sheet

Date: 12/19/19

Name:

Clay County Board of Supervisors

Address:

Telephone:

Merchandise Description:

We will provide propane to all mentioned locations until presented bid expires.

Propane price will be \$1.529 with and rcc fee of \$5.95 per delivery.

Merchandise Total:

Outlet:

Tank:

Number of outlet(s):	Size:
Price of outlet(s):	Purchase Price:
Total:	Yearly Rental Fee:
	Total:

Service Line:

Gas:

Footage:	Number of Gallons: undetermined
Price per foot:	Price per Gallon: \$1.529
Total:	Total:

Total Price:

Customer Signature:

This price is good for 30 days.

Employee Signature:

THIS PAGE
LEFT BLANK
INTENTIONALLY

**NOTICE TO BIDDERS
IN RE: HAY LEASE**

WHEREAS, the Clay County Board of Supervisors having met in regular session on the 21st day of November, 2019 did find as follows:

WHEREAS, a motion was made and duly seconded authorizing the Clerk to advertise for bids for a Hay Lease for a period beginning January 1, 2020 and ending December 31, 2020. It appears to this Board that sealed bids will be accepted on or before 9:00 A.M. on Friday, December 20, 2019 for the annual lease of lands for hay and the said lands being approximately 17.14 acres of certain real properties belonging to and located in Clay County Mississippi and situated as follows:

17.14 acres of lands located in the North West Quarter of the South East Quarter of Section 7, Township 19, Range 6 located on Hwy 45 South.

WHEREAS the land will be leased on an "As Is" condition with the Clay County named as an additional insured on the lessee's general liability insurance policy.

The Board reserves the right to accept or reject any and all bids received and to waive any and all formalities with the acceptance and rejection of the bids.

All bids must be filed with the Clerk of the Board of Supervisors of Clay County at 365 Court Street, West Point, MS 39773 or may be mailed to: P. O. Box 815, West Point, MS 39773 on or before 9:00 A.M. on December 20, 2019. Mailed bids should be clearly marked "Annual Bids-Do Not Open until 12/20/2019".

After motion by Shelton Deanes and seconded by Luke Lummus this Board doth vote unanimously in favor of the motion

SO ORDERED this the 21st day of November, 2019.

R. B. Davis, President
Board of Supervisors

ATTEST:

Amy G. Beary, Chancery Clerk
Clerk of the Board

Publish:
December 6, 2019
December 13, 2019

EXHIBIT G



Golden Triangle
Development
LINK

PO Box 1328
Columbus, MS 39703

~~Golden Triangle Development Link~~
Invoice

Date	Invoice #
12/15/2019	256300

Bill To
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1010441	

Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 10%. The Link's dues and Trust fees are not deductible as charitable contribution.

Total	\$637.50
--------------	----------

JONES WALKER LLP
 Alabama, Arizona, District of Columbia, Florida
 Georgia, Louisiana, Mississippi, New York, Texas

FED. I.D.# 72-0445111

VIA EMAIL: MWILSON@GTRLINK.ORG

DECEMBER 6, 2019
 INVOICE NO. 1010441

RE: GENERAL PROJECT ADVICE - CLAY COUNTY

FILE NO. 140681-02

FOR PROFESSIONAL SERVICES RENDERED:

DATE	INIT	ACTION		HOURS
11/07/19	CSP	TELEPHONE CONFERENCE TO P. ROBERTS AT MDA RE STATUS OF PROJECT POLAR FILOT; REVIEW AGREEMENT WITH SAME AGAIN AND PREPARE MINOR EDITS REQUESTED BY SAME; SEND UPDATED FILOT AGREEMENT BACK TO MDA FOR FINAL APPROVAL BY EXECUTIVE BOARD.	1.50	637.50

TOTAL HOURS: 1.50

TOTAL FEES: \$637.50

-----TIME AND FEE SUMMARY-----			
-----TIMEKEEPER-----	RATE	HOURS	FEES
CHRISTOPHER S. PACE	425.00	1.50	637.50
TOTALS		1.50	637.50

TOTAL COSTS: \$0.00

TOTAL FEES AND COSTS: \$637.50

GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 6, 2019
INVOICE NO.: 1010441
FILE NUMBER: 140681-02

PAGE 2

FILE NAME: GENERAL PROJECT ADVICE - CLAY COUNTY

* * * R E M I T T A N C E C O P Y * * *

TOTAL FEES:	\$637.50
TOTAL COSTS:	\$0.00
LESS CREDITS:	\$0.00
TOTAL CURRENT FEES AND COSTS DUE	----- \$637.50

BALANCE DUE ON PRIOR INVOICES:

DATE	INVOICE NO.	BALANCE
09/27/18	953974	\$2679.50
04/30/19	981259	\$850.00

TOTAL PRIOR INVOICES DUE: \$3,529.50

TOTAL AMOUNT DUE: \$4,167.00
=====

PLEASE SEND PAYMENT AND REMITTANCE COPY TO:

JONES WALKER LLP
201 St. Charles Ave. - 50th Floor
New Orleans, Louisiana 70170-5100

GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 6, 2019
INVOICE NO.: 1010441
FILE NUMBER: 140681-02

PAGE 3

IF YOU PREFER TO REMIT VIA WIRE TRANSFER OR ACH CREDIT, OUR BANKING
INSTRUCTIONS ARE:

Iberia Bank
New Orleans, Louisiana
ABA Number: 265270413
Account Number: 20000247731
Account Name: Jones Walker LLP

PLEASE INCLUDE OUR INVOICE NUMBER(S) IN THE WIRE OR ACH TEXT OR E-MAIL
APPLICATION INSTRUCTIONS TO JWAR@JONESWALKER.COM

GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 6, 2019
INVOICE NO.: 1010441
FILE NUMBER: 140681-02

WE TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE APPRECIATE THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS. IF YOU HAVE ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S. PACE IN JACKSON OR OUR CREDIT MANAGER AT (504)582-8220.

- ATLANTA, GA (404)870-7500
- BATON ROUGE, LA (225)248-2000
- BIRMINGHAM, AL (205)244-5200
- HOUSTON, TX (713)437-1800
- JACKSON, MS (601)949-4900
- LAFAYETTE, LA (337)593-7600
- MIAMI, FL (305)679-5700
- MOBILE, AL (251)432-1414
- NEW ORLEANS, LA (504)582-8000
- NEW YORK, NY (646)512-8101
- PHOENIX, AZ (602)366-7889
- TALLAHASSEE, FL (850)425-7800
- WASHINGTON, DC (CAPITOL HILL) (202)203-1000
- WASHINGTON, DC (DOWNTOWN) (202)434-4660
- THE WOODLANDS, TX (281)296-4400



Golden Triangle
Development
LINK

PO Box 1328
Columbus, MS 39703

Robert Approved
Invoice

Date	Invoice #
12/15/2019	256303

Bill To
Clay County Board of Supervisors PO Box 815 West Point, MS 39773

Item Code	Description	Amount
Clay County Reimbursement	Jones Walker 1010439 - Lowndes, Clay , Oktibbeha Counties \$2200 each	2,200.00
<p>Dues and Trust fees to Golden Triangle Development Link may be deductible as a necessary business expense for income tax purposes. However, the portion of your dues and Trust fees used to fund lobbying activities is not deductible. For the year, that portion is 10%. The Link's dues and Trust fees are not deductible as charitable contribution.</p>		

Total	\$2,200.00
--------------	------------

JONES WALKER LLP
 Alabama, Arizona, District of Columbia, Florida
 Georgia, Louisiana, Mississippi, New York, Texas

FED. I.D.# 72-0445111

VIA EMAIL: MWILSON@GTRLINK.ORG

DECEMBER 6, 2019
 INVOICE NO. 1010439

RE: GENERAL PROJECT ADVICE

FILE NO. 140681-00

FOR PROFESSIONAL SERVICES RENDERED:

DATE	INIT	ACTION		HOURS
10/01/19	CSP	MULTIPLE EXTENDED TELEPHONE CONFERENCE WITH J. HIGGINS RE LCIDA AND PERSONNEL MATTERS.	1.10	467.50
10/01/19	ZWB	RESEARCH MAEP FUNDING, FEE IN LIEU ISSUE, DRAFT MEMO	1.90	494.00
10/02/19	ZWB	DRAFT MEMO ON MAEP AND VARIOUS RESEARCH ON FUNDING FORMULA; DRAFT SPREADSHEET EXPLAINING THE SAME	6.60	1716.00
10/03/19	ZWB	DISCUSS MAEP MEMO WITH C. PACE; REVISE BASED ON DISCUSSION; DRAFT EXAMPLE	4.50	1170.00
10/04/19	ZWB	FINALIZE MAEP MEMO	.90	234.00
10/07/19	ZWB	DISCUSS MAEP MEMO, VARIOUS REVISIONS	.90	234.00
10/09/19	ZWB	REVISE MAEP MEMO	1.40	364.00
10/10/19	ZWB	MAEP MEMO - DRAFT PROPOSED LANGUAGE	1.20	312.00
10/11/19	CSP	REVIEW, EDIT AND REVISE MEMO RE PILOT ISSUE IN MAEP STATUTE AND PROPOSED LEGISLATIVE FIX TO RESOLVE SAME; FORWARD REVISED MEMO TO B. THOMPSON, M. WHITAKER AND J. HIGGINS.	3.60	1530.00
10/11/19	ZWB	MAEP MEMO; DISCUSS THE SAME WITH C. PACE	2.10	546.00

Lowder/Okfi/Bohner/Clay

GOLDEN TRIANGLE DEVELOPMENT LINK
 DECEMBER 6, 2019
 INVOICE NO.: 1010439
 FILE NUMBER: 140681-00

10/21/19 CSP TELEPHONE CONFERENCE WITH J. HIGGINS RE .40 170.00
 COMMUNIVERSITY ISSUES

10/30/19 ZWB LINK - REVISE RESOLUTION AND ASSIGNMENT 1.60 416.00

TOTAL HOURS: 26.20

TOTAL FEES: \$7,653.50

-----TIME AND FEE SUMMARY-----			
-----TIMEKEEPER-----	RATE	HOURS	FEES
CHRISTOPHER S. PACE	425.00	5.10	2167.50
ZACHARY W. BRANSON	260.00	21.10	5486.00
TOTALS		26.20	7653.50

COSTS INCURRED:

10/15/19 LEXIS LEGAL RESEARCH - BRANSON, ZACHARY 79.20

TOTAL COSTS: \$79.20

COST SUMMARY

LN LEXIS LEGAL RESEARCH 79.20

 79.20

TOTAL FEES AND COSTS: \$7,732.70

GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 6, 2019
INVOICE NO.: 1010439
FILE NUMBER: 140681-00

PAGE 3

FILE NAME: GENERAL PROJECT ADVICE

* * * R E M I T T A N C E C O P Y * * *

TOTAL FEES:	\$7,653.50
TOTAL COSTS:	\$79.20
LESS CREDITS:	\$0.00
TOTAL CURRENT FEES AND COSTS DUE	----- \$7,732.70

BALANCE DUE ON PRIOR INVOICES:

DATE	INVOICE NO.	BALANCE
09/27/18	953972	\$6760.00
03/29/19	977200	\$15.60
04/30/19	981257	\$1575.00
05/28/19	984573	\$6885.00
06/28/19	989218	\$6772.50

TOTAL PRIOR INVOICES DUE: \$22,008.10

TOTAL AMOUNT DUE: \$29,740.80
=====

PLEASE SEND PAYMENT AND REMITTANCE COPY TO:

JONES WALKER LLP
201 St. Charles Ave. - 50th Floor
New Orleans, Louisiana 70170-5100

GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 6, 2019
INVOICE NO.: 1010439
FILE NUMBER: 140681-00

PAGE 4

IF YOU PREFER TO REMIT VIA WIRE TRANSFER OR ACH CREDIT, OUR BANKING
INSTRUCTIONS ARE:

Iberia Bank
New Orleans, Louisiana
ABA Number: 265270413
Account Number: 20000247731
Account Name: Jones Walker LLP

PLEASE INCLUDE OUR INVOICE NUMBER(S) IN THE WIRE OR ACH TEXT OR E-MAIL
APPLICATION INSTRUCTIONS TO JWAR@JONESWALKER.COM

GOLDEN TRIANGLE DEVELOPMENT LINK
DECEMBER 6, 2019
INVOICE NO.: 1010439
FILE NUMBER: 140681-00

WE TRUST THAT YOU HAVE BEEN PLEASED WITH OUR LEGAL REPRESENTATION AND WE
APPRECIATE THE OPPORTUNITY TO REPRESENT YOU IN THESE MATTERS. IF YOU HAVE
ANY QUESTIONS ABOUT THIS INVOICE, PLEASE CONTACT CHRISTOPHER S. PACE
IN JACKSON OR OUR CREDIT MANAGER AT (504)582-8220.

- ATLANTA, GA (404)870-7500
- BATON ROUGE, LA (225)248-2000
- BIRMINGHAM, AL (205)244-5200
- HOUSTON, TX (713)437-1800
- JACKSON, MS (601)949-4900
- LAFAYETTE, LA (337)593-7600
- MIAMI, FL (305)679-5700
- MOBILE, AL (251)432-1414
- NEW ORLEANS, LA (504)582-8000
- NEW YORK, NY (646)512-8101
- PHOENIX, AZ (602)366-7889
- TALLAHASSEE, FL (850)425-7800
- WASHINGTON, DC (CAPITOL HILL) (202)203-1000
- WASHINGTON, DC (DOWNTOWN) (202)434-4660
- THE WOODLANDS, TX (281)296-4400

EXHIBIT H

Amy Berry

From: mjcregistration <mjcregistration@olemiss.edu>
Sent: Tuesday, December 17, 2019 10:14 AM
To: Krista Poynor; tracey@olemiss.edu
Subject: Chancery Court Clerk Conference Announcement and Registration 2020
Attachments: Chancery Clerks Continuing Education Feb 2020.pdf; Chancery Registration Form Interactive PDF.pdf

Chancery Court Clerk,

Good morning and greetings from the MS Judicial College! Please see attached Chancery Court Clerk Conference announcement and registration form for the **February 4-6, 2020** conference. Please pay close attention to the **Making Your Reservation** section of the form. For this year's conference, MIC will be making your reservations for you as requested on the registration form. **Please mark your registration form carefully accordingly to your reservation needs for the conference.** Tracey and I look forward in seeing you all in 2020!

Many thanks,
Tracey and Krista

The Mississippi Judicial College
announces registration for the
Chancery Court Clerks
Continuing Education Conference

February 4-6, 2020

Hilton
1001 East County Line Road
Jackson, MS

MAKING YOUR RESERVATION

MJC will be making reservations for all Chancery Clerks via a rooming list; please make sure that you choose the appropriate boxes on your reservation form to follow this announcement.

A credit card will be needed at time of check-in; however, the room charge will be direct billed to MJC Master Account for Chancery Court Clerks for the evenings of February 4 and 5, 2020. Any charges outside of contracted lodging rates, are the responsibility of the conference attendee. If it becomes necessary to cancel your reservation, you will need to contact MJC within 72 hours of your scheduled check-in time.

Hotel check-in is 4:00 p.m., checkout is 11:00 a.m.

- REGISTRATION:** Held onsite from 11:00 a.m. until 12:45 p.m. on Tuesday, February 4, 2020. You will be on your own for lunch.
- PROGRAM:** Commences at 1:00 p.m. on Tuesday, February 4, 2020 and will conclude on Thursday, February 6, 2020 at 12:00 p.m. Please visit: <https://mjc.olemiss.edu/conferences/> for continually updated agenda.
- MEALS:** Breakfast will be provided Wednesday and Thursday, February 5 and 6, 2020. Lunch will be provided on Wednesday, February 5; all other meals during the conference to be reimbursed at MJC rate.
- TRAVEL:** Chancery Clerks who drive personal vehicles will be reimbursed at the rate of .58 cents per mile.

The MJC Board of Governors has adopted a 100% attendance policy at all state mandated conferences, Mississippi Official Court Reporters are required to attend 100% of the program to be reimbursed for mileage and meals.

Coordinated by:
The Mississippi Judicial College
A division of the University of Mississippi School of Law
P.O. Box 1848, University, Mississippi 38677
Tracy Dentel, Program Manager (email: tracy@olemiss.edu) (Office: 662-915-1226)
Krista Poyner, Program Coordinator (email: kpoyner@olemiss.edu) (Office: 662-915-1248) Fax: 662-915-7948

The Mississippi Judicial College
announces registration for the
Chancery Court Clerks
Continuing Education Conference

February 4-6, 2020

Hilton

**1001 East County Line Road
Jackson, MS**

MAKING YOUR RESERVATION

MJC will be making reservations for all Chancery Clerks via a rooming list; please make sure that you choose the appropriate boxes on your reservation form to follow this announcement.

A credit card will be needed at time of check-in; however, the room charge will be direct billed to MJC Master Account for Chancery Court Clerks for the evenings of February 4 and 5, 2020. Any charges outside of contracted lodging rate are the responsibility of the conference attendee. If it becomes necessary to cancel your reservation, you will need to contact MJC within 72 hours of your scheduled check-in time.

Hotel check-in is 4:00 p.m., checkout is 11:00 a.m.

REGISTRATION: Held onsite from 11:00 a.m. until 12:45 p.m. on Tuesday, February 4, 2020. You will be on your own for lunch.

PROGRAM: Commences at 1:00 p.m. on Tuesday, February 4, 2020 and will conclude on Thursday, February 6, 2020 at 12:00 p.m. Please visit <https://mjc.olemiss.edu/conferences/> for continually updated agenda.

MEALS: Breakfast will be provided Wednesday and Thursday, February 5 and 6, 2020. Lunch will be provided on Wednesday, February 5; all other meals during the conference to be reimbursed at MJC rate.

TRAVEL: Chancery Clerks who drive personal vehicles will be reimbursed at the rate of .58 cents per mile.

The MJC Board of Governors has adopted a 100% attendance policy at all state mandated conferences, Mississippi Official Court Reporters are required to attend 100% of the program to be reimbursed for mileage and meals.

Coordinated by:
The Mississippi Judicial College
A division of the University of Mississippi School of Law
P.O. Box 1848, University, Mississippi 38677
Tracey Daniel, Program Manager (email: tracey@olemiss.edu) (Office: 662-915-1226)
Krista Poynor, Program Coordinator (email: kbpynor@olemiss.edu) (Office: 662-915-1248) Facsimile: 662-915-7845



Registration Form
Chancery Court Clerks Conference
Hilton – Jackson, MS
February 4 – 6, 2020

Please return this form by Monday, January 20, 2020 to:

Krista Poynor/ MS Judicial College
P.O. Box 1848
University, MS 38677

Office Phone: 662-915-1248
Office Fax: 662-915-7845
Email: mjcregistration@olemiss.edu

*Please check box if any information has changed from last year's conference.

Name* _____ County* _____

Office Address* _____

Home Address* _____

Office Phone* _____ Cell* _____

Email Address* _____

Position in Court* _____

Emergency Contact* _____ Emergency Phone* _____

Mark statements which apply to you:

- I will be staying at the Hilton and need MJC to make my reservation.
- I will be checking into the hotel a day early and need MJC to make my reservation. I understand that I will be responsible for any additional nights other than February 4th and 5th.
- I will be commuting each day to and from the conference and will not need an overnight room.
- I have a conflict and other arrangements are needed. I will contact Krista Poynor with the MS Judicial College to discuss special needs for the conference.
- I acknowledge that MJC requires 100 % attendance to be eligible for reimbursement of mileage and meals. Lodging will be direct billed per the conference contract.

Please list below any questions that you would like to have answered about any topic covered at this conference. Your questions will be forwarded to the appropriate speaker.

MISSISSIPPI CORONER-MEDICAL EXAMINERS ASSOCIATION

Request to travel
MSCMEA Links
Alvin
Carter, Jr.

HOME OFFICERS CORONERS CORONERME SEMINARS MS STATE MEDICAL EXAMINER MORE...



MSCMEA 2020 Winter CONFERENCE

January 8-10

Flowood, MS

2020 Winter Conference Information:

To reserve your room, click the picture above or use this link to visit the Hilton website. More information will follow.

PLEASE NOTE:



MISSISSIPPI CONSTABLES ASSOCIATION

Request to Travel - Constables

BOARD OF DIRECTORS

Glenn McKay
Warren County
President

John H. Heggins
Warren County
Secretary/Treasurer

NORTHERN DISTRICT

Lewis Stafford
Clay County
Vice President

DIRECTORS

L.D. Gillespie
Pontotoc County

Sherman Ivy
Clay County

Bobby Holloway
Desoto County

CENTRAL DISTRICT

Jerry Dale Bridges
Montgomery County
Vice President

DIRECTORS

Troy Kimble
Warren County

Lee 'Chuck' Roberts
Lauderdale County

Willie Anderson
Holmes County

SOUTHERN DISTRICT

Harold Rhodes
Jefferson Davis County
Vice President

DIRECTORS

Randall Coleman
Simpson County

Scott Frost
Wayne County

Guy Harvison
Perry County

SERGEANT AT ARMS
Terry Necaize
Hancock County

DIRECTOR AT LARGE

CHAPLAIN
Christopher Coleman
Choctaw County

December 4, 2019

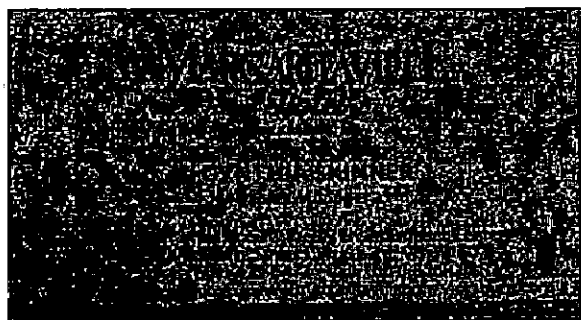
To All Board Members,

We will be having our next quarterly board meeting in Vicksburg, MS. It will be held on Friday, January 24, 2020 at 9:00am at The Carriage House at Levee Street Warehouse. If you would like to stay overnight on the 23rd, we have a discounted rate at Margaritaville Hotel. The MCA rate is \$98.00 and you need to call and ask for Cynthia Skinner. Please make your arrangements directly with the hotel.

Sincerely,

John H. Heggins
Secretary / Treasurer

The Carriage House at Levee Street Warehouse
1609 Levee Street
Vicksburg, MS 39180



WEDNESDAY, JANUARY 22, 2020

7:30 A.M. - 11:00 A.M.
CONVENTION REGISTRATION
Conference Center Lobby

REGISTRATION WILL CLOSE PROMPTLY AT 11:00 A.M.

8:00 A.M. – 11:00 A.M.

“For Newly Elected or Appointed Commissioners/Commissioners who did not hold office in the year immediately preceding orientation/training”.

8:00 a.m. – 9:00 a.m.	Duties of an Election Commissioner	Hawley Robertson Assistant Secretary of State Elections Division Secretary of State’s Office
9:00 a.m. – 10:00 a.m.	Election Day Operations	Hawley Robertson Assistant Secretary of State Elections Division Secretary of State’s Office
10:00 a.m. – 11:00 a.m.	Introduction to SEMS	Madalan Lennep PMP Elections Consultant Secretary of State’s Office

BREAK FOR LUNCH UNTIL OPENING SESSION @ 11:45 A.M.

WEDNESDAY, JANUARY 22, 2020

12:45 P.M. – 5:30 P.M.

CERTIFICATION TRAINING PART I
Meeting rooms #1 & #2, #3, #4, #5 and Main Ballroom

<u>Day #1</u> <u>Wed.</u>	BREAKOUT ROOMS #1 & #2	BREAKOUT ROOMS #3 & #4	MAIN BALLROOM	MAIN BALLROOM
	ELECTION DAY OPERATIONS	SEMS UPDATE	VOTER ROLL MAINTENANCE	IT SECURITY
	MSOS	MSOS	MSOS	MSOS
12:45 p.m. 1:45 p.m.	A & B	C & D	E, F, G & H	
2:00 p.m. 3:00 p.m.	A & B	C & D		E, F, G & H
3:15 p.m. 4:15 p.m.	E & F	G & H		A, B, C & D
4:30 p.m. 5:30 p.m.	E & F	G & H	A, B, C & D	

SCANNING REQUIRED FOR EACH CLASS!
Participants will move from room to room for classes.

THURSDAY, JANUARY 23, 2020

6:30 A.M. - 7:45 A.M.

**HOT BREAKFAST BUFFET
TICKET REQUIRED**

8:00 A.M. – 4:30 P.M.

CERTIFICATION TRAINING PART II

Meeting rooms #1, #2, #3, #4, #5 and Main Ballroom

Day #2 Thursday (Certification Part II begins)	BREAKOUT ROOMS #1 & 2	BREAKOUT ROOMS #3 & 4	MAIN BALLROOM	BREAKOUT ROOM #5		MAIN BALLROOM
	ELECTION DAY OPERATIONS	SEMS UPDATE	ELECTION COMMISSIONERS DUTIES & RESPONSIBILITIES	ONLINE POLL MANAGER TRAINING		
	MSOS	MSOS	MSOS	MSOS IT		MS AUDITORS OFFICE
8:00 a.m. 9:00 a.m.	C & D	A & B	E & F	8:00 A.M. G	8:30 A.M. H	
9:15 a.m. 10:15 a.m.	C & D	A & B	G & H	9:15 A.M. E	9:45 A.M. F	
10:30 a.m. 11:30 a.m.						ALL
11:30 a.m. 12:45 p.m.	<u>Lunch buffet ---TICKET REQUIRED</u>					
1:00 p.m. 2:00 p.m.	G & H	E & F	A & B	1:00 P.M. C	1:30 P.M. D	20th Circuit Court District
2:15 p.m. 3:15 p.m.	G & H	E & F	C & D	2:15 P.M. A	2:45 P.M. B	KATIE MOULDS
3:30 p.m. 4:30 p.m.						ALL

FRIDAY, JANUARY 24, 2020

6:30 A.M. – 7:45 A.M. HOT BREAKFAST BUFFET
TICKET REQUIRED

8:00 A.M. – 10:15 A.M.

CERTIFICATION PART III

Meeting Rooms #1, #2, #3, #4, #5 and Main Ballroom

<u>Day #3</u> <u>Fri.</u>	BREAKOUT ROOMS #1 & #2	BREAKOUT ROOM #3	BREAKOUT ROOM #4	BREAKOUT ROOM #5	BREAKOUT ROOM #5	Main Ballroom	Main Ballroom
						SOS UPDATE	A/G/ OPINIONS
						MSOS	ATTORNEY GENERAL'S OFFICE
8:00 a.m. 9:00 a.m.						A, B, C, D, E, F, G & H	
9:15 a.m. 10:15 a.m.							A, B, C, D, E, F, G & H

EXHIBIT I

AMENDMENT TO LEASE PURCHASE AGREEMENT

This Amendment to Lease Purchase Agreement ("Amended Lease") dated as of October 1, 2019, is entered into between Clay County, Mississippi ("Landlord") and Tom Soya Grain Company, a Mississippi corporation ("Tenant").

INTRODUCTION

- A. Landlord and Tenant entered into a Lease Purchase Agreement dated as of July 1, 2012 a copy of which is attached as Exhibit 1.
- B. Tenant, at Landlord's request, has agreed to amend the terms of payment and pay the agreed upon Additional Consideration in perpetuity.
- C. Landlord has agreed to maintain Old Highway 50, previously abandoned to the Landlord by the State of Mississippi in consideration for the payment of Additional Consideration in perpetuity.
- D. Landlord and Tenant now commit their amended agreement to writing.

AGREEMENT

In consideration of the foregoing and other good and valuable consideration, Landlord and Tenant agree as follows.

- 1. **Revison to 3.2.** Paragraph 3.2 shall be considered deleted in its entirety and in its place the following substituted:

Tenant shall pay the Landlord for the use of the wharf, paved loading and storage area and related equipment, site and facilities, fifteen cents (\$.15) per ton ("Additional Consideration") as it relates to the property described in Exhibit 1 of the Lease Purchase Agreement dated July 1, 2012 for both inbound and outbound cargo handled by Tenant, payable monthly. Additional Consideration shall be payable in perpetuity, which shall be a condition binding on any successors of Tenant using the Site as a port.

- 2. **Revision Adding Paragraph 21.** Landlord agrees to maintain Old Highway 50, which provides access to the Site in a continued good state of repair.

{C2086489 }

1 | **Book DEED 303 Pg 583**
Instrument 2020000032

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this "Lease"), dated as of July 1, 2012, is entered into by and between **CLAY COUNTY, MISSISSIPPI** ("Landlord"), acting by and through its Board of Supervisors, and **Tom Soya Grain Company**, a Mississippi Corporation, ("Tenant").

INTRODUCTION

A. Landlord is the fee simple owner of the land described on Exhibit 1 (together with all rights of way, easements, servitudes, licenses, tenements, hereditaments, and appurtenances belonging (the "Site"), and is authorized by Mississippi law to lease and convey the Site to Tenant in accordance with the terms of this Lease;

B. Tenant desires to operate a port on the Site for its benefit and for the benefit of others that need to off-load products and materials from the **Tom-Tom Waterway**, and those that need to load products and materials for transportation on the **Tom-Tom Waterway**, including but not limited to, **Babcock & Wilcox of West Point, Mississippi**;

C. Landlord and Tenant have agreed on the terms and conditions for the leasing of the Site and desire to enter into this Lease to memorialize their mutual understanding.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including economic benefits provided to Landlord, the parties agree as follows:

1. **Lease.** Landlord, for and in consideration of the rents herein reserved and of the agreements herein contained on the part of Tenant to be kept, observed and performed, does by these presents, let, lease and demise to Tenant, and Tenant hereby hires and leases from Landlord, the Site, subject only to (i) ad valorem taxes not yet due and payable (to be prorated as of the Commencement Date of this Lease); (ii) those exceptions noted on Exhibit 2 ("Permitted Exceptions"); (iii) any other exceptions consented to or created by Tenant.

2. **Term, Title and Use.**

2.1 The term of this Lease shall commence on July 1, 2012 (the "Commencement Date") and shall end on June 30, 2027 (the "Term").

2.2 Tenant may elect to make additions, improvements, expansions, alterations, and other changes on the Site. Tenant shall be entitled to grant temporary and permanent easements, licenses and rights of way in the Site upon consent of Landlord which shall not be unreasonably withheld. At the request of Tenant, Landlord, at no cost to Tenant, will join in any such easement, license or rights-of-way. Landlord agrees that it will, upon the request of the Tenant, take such reasonable action as may be necessary to preserve the rights of the Tenant hereunder, and Landlord further agrees not to take any action or to consent to the taking of any action which would prevent or hinder use and development of the Site for operation of a port. Neither Landlord nor Tenant will enter into any agreement other than this

{C0086174}

Book DEED 303 Pg 585
Instrument 2020000032

Lease affecting the Site without prior written consent of the other which may be withheld at the discretion of the party whose consent is requested.

3. Rent. 3.1 The rentals as contracted for in this Lease have been calculated in a manner to reimburse to Landlord the agreed value of Landlord's interest in the Site during the Term. On the first day of July, 2012, and on the first day of July for each succeeding year during the Term, annual rental ("Rent") in the amount of \$15,450.93 will be due and payable in advance. Rent is payable at the office of the Landlord first above set forth or at such other place of which Landlord shall have given Tenant written notice at least thirty (30) days in advance.

3.2 Tenant shall pay the Landlord for use of the wharf, paved loading and storage area and related equipment, site and facilities, fifteen cents (\$.15) per ton ("Additional Consideration") for both inbound and outbound cargo handled by Tenant, payable monthly. Additional Consideration shall be due and payable for the entire Term even if prepayment, sale, assignment, or subletting should occur and the obligation to pay Additional Consideration shall be binding on any successors.

4. Real Estate Taxes. During the term of this Lease, Tenant will pay all real estate taxes and assessments, both general and special, if any, which shall become due and payable on the Tenant's interest. If any such tax or assessment may, at the option of the taxpayer, be paid in installments, Tenant may exercise the option to pay the same in installments. If Tenant shall elect to pay any such tax or assessment on an installment basis, then Tenant will pay only those installments which become due and payable during the term of this Lease.

Tenant, at its expense, shall have the right to contest or review by legal, administrative or other proceedings the amount or validity of any such tax or assessment imposed against the Site. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees or orders made in any such proceedings. In the event of any reduction, cancellation or discharge of such taxes or assessments as a result of such proceedings, and if Tenant has not already paid same, then Tenant will do so forthwith as they are finally levied, assessed or imposed. If there shall be any refund payable by the governmental authority with respect thereto, Tenant shall be entitled to receive and retain same.

Nothing contained shall prevent Tenant from obtaining any available tax exemptions.

5. Utilities. Tenant will pay all customary and reasonable charges for sewer usage or rental, refuse removal, and utilities, including gas, water and electricity, consumed on the Site during the term of this Lease as same shall become due and payable.

6. Insurance.

6.1 Tenant shall be obligated, at its sole cost and expense, to maintain and/or cause to be maintained, in full force and effect, comprehensive general liability insurance covering Tenant's operations at the Site, listing Landlord as an additional insured. The amount of coverage shall be no less than One Million Dollars combined single limit. Tenant may, at its option, provide a blanket liability policy. Upon the request of Landlord, Tenant shall deliver to Landlord a certificate from each insurance carrier as to each such insurance policy. Landlord

{C0086174}

2 668

Book DEED 303 Pg 586
Instrument 2020000032

does not, by requiring inclusion as an additional insured, waive any provision of sovereign immunity available to Landlord.

6.2 Tenant shall be obligated, at its sole cost and expense, to maintain and/or cause to be maintained, in full force and effect, fire and casualty insurance with replacement cost endorsement in Tenant's operations at the Site in an amount equal to the full replacement value of the improvements now existing or to be constructed on the Site, adjusted annually on the basis of any increase in the original agreed value. Such policy shall list Landlord as an additional insured. Upon the request of Landlord, Tenant shall deliver to Landlord a certificate from each insurance carrier as to each such insurance policy. Landlord does not, by requiring inclusion as an additional insured, waive any provision of sovereign immunity available to Landlord.

6.3 All policies of insurance required under this Agreement shall be placed with a company or companies qualified to do business in the State of Mississippi; and a certificate or certificates of coverage for such insurance shall be furnished to Landlord each year by Tenant promptly upon Landlord's written request.

6.4 Tenant agrees to indemnify and does hereby indemnify and hold Landlord harmless with respect to any liability related to the Site incurred by Landlord (including costs of defense) except for such liability resulting from the negligence or willful misconduct of Landlord, its employees, contractors, agents or assigns.

7. Compliance with Laws and Ordinances: To the best of Landlord's knowledge, the Site is in compliance with all applicable federal, state and local laws, rules, ordinances and regulations. Landlord has received no notice that the Site is not in compliance with all applicable federal, state and local laws, rules, ordinances and regulations. Tenant, at its expense, will comply in all material respects with all material federal, state, county and city laws, ordinances and regulations of any duly constituted authority affecting the Site. Tenant, at its expense, shall have the right to contest or review by legal, administrative or other proceedings the validity of any such law, ordinance and regulation, or the application thereof. During such proceedings, compliance with any such law, ordinance or regulation may be deferred by Tenant without creating a default or event of default hereunder. The proceedings referred to herein shall include, but shall not be limited to, appropriate appeals from any judgments, decrees or orders made in any such proceedings.

8. Landlord's Access to Site. Landlord will have access to the Site, at its own risk and expense, at any and all reasonable times during the term of this Lease for the purpose of examining and inspecting same upon reasonable prior notice and subject to Tenant's designation of certain areas as private due to the nature of the activities conducted therein. Landlord shall be liable for any damages caused by Landlord, its employees, contractors or agents during any inspection and shall immediately repair any damage incurred. Tenant reserves the right to require that any inspector appointed by Landlord be accompanied by a representative of Tenant.

9. Assignment and Subletting. Tenant, without the consent of Landlord, at any time and from time to time during the term of this Lease, shall have the right to assign this Lease, and its rights hereunder, and to sublet all or any part of the Site or any portion thereof to a subsidiary or affiliate of Tenant, Tenant's parent company, or to any entity controlled by or under common

{C0086174}

3

669

Book DEED 303 Pg 587
Instrument 202000032

control with Tenant (foreign or domestic, existing or future) (herein, a "Permitted Transferee"). Tenant may assign during the term of this Lease, its rights hereunder and may sublet all or any part of the Site or any portion thereof to one or more entities other than Permitted Transferees only with the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord agrees not to withhold consent to sublease to an entity which provides a necessary service to the operation of the Site. In the event this Lease shall be assigned or sublet by Tenant, in whole or in part, then all liabilities and obligations on the part of Tenant shall continue and nothing contained herein shall be construed to release Tenant from any liability or obligation under the terms of this Lease.

10. Performance by Assignees, Subtenants and Occupancy Tenants. Landlord shall accept performance by any transferee (be it an assignee, subtenant, occupant) of any of the terms and provisions of this Lease required to be performed by Tenant with the same force and effect as though performed by Tenant and such transferee shall be deemed to be the Tenant for all purposes of this Lease. For the purposes of this Section 10, the term "transferee" shall be deemed to include any purchaser at foreclosure or party acquiring in lieu of foreclosure.

11. Events of Default/Remedy.

11.1 Landlord and Tenant agree that a default or event of default ("Event of Default") shall occur if Tenant shall default in any of the covenants or agreements herein contained to be kept, observed and performed by Tenant and such default shall continue for sixty (60) days after receipt of notice thereof in writing to Tenant; provided, however, that if such default is of a nature that it cannot be reasonably cured within such 60-day period, then Tenant shall have such time as is reasonably required to cure such default. Landlord and Tenant agree that a monetary default is capable of being cured within the aforesaid 60-day cure period.

11.2 In the event either party defaults in any of its covenants, agreements or obligations, and the applicable cure period has expired, the non-defaulting party may bring an action at law or in equity for enforcement and Landlord shall be entitled to terminate this Lease if default is not cured. If the non-defaulting party elects to cure any Event of Default, such party may cure the Event of Default without waiving any of its rights, prior to bringing such action thereafter. In the event any action is commenced for enforcement of an Event of Default with respect to any provision of this Lease, the defaulting party shall bear all costs of enforcement, including the attorney fees and related costs incurred by the non-defaulting party.

12. Tenant's Right to Mortgage. In addition to the rights of assignment and subletting under Section 9 of this Lease, Tenant may at any time and from time to time (and as many times as it desires) mortgage, hypothecate or pledge the interest of Tenant in and to this Lease, the Site, together with Tenant's right, title and interest in any and all subleases and in and to all rents due or to become due thereunder, either individually or any combination thereof, to one or more lenders pursuant to a mortgage, deed of trust, security agreement, assignment, capital lease, sale/leaseback, financing statement or other instrument or financing device (herein called a "Leasehold Mortgage"; and the holder of any such Leasehold Mortgage, whether or not the same is recorded of record and regardless of lien status, is herein called a "Lender").

670

(C0086174)

4

Book DEED 303 Pg 588
Instrument 2020000032

13. Right to Mortgage or Sell. Landlord shall not have the right to place a mortgage or other lien on the Landlord's interest in the Site or this Lease or sell the same at any time during the term of this Lease without the prior written consent of Tenant and of any Lender. If Landlord violates the provisions of this section, such sale, mortgage or lien shall be deemed null and void. Any assignment or encumbrance by Landlord shall not alter the terms of this Lease, including the obligations of Landlord and the rights of Tenant.

14. Landlord's and Tenant's Certificates. Landlord and Tenant, on written request from each other, shall execute and deliver to the other party, without charge, a certificate certifying whether or not this Lease is in full force and effect, and whether it has been modified (or if there have been modifications, stating them), and whether or not the party executing the certificate knows of any default, breach or violation by the other party under any of the terms of this Lease, and such other matters as may reasonably be requested. The certificate shall be provided within thirty (30) days after receipt of a written request.

15. Quiet Enjoyment. Landlord warrants to Tenant that Landlord has good and marketable fee simple title to the Site, subject to Permitted Exceptions, but not to any exceptions which would interfere with Tenant's development and operation of the Site. Landlord further warrants that (i) the Site is not zoned and Landlord agrees that Landlord will take no action to restrict Tenant's use of the Site as a port facility; and (ii) other than Permitted Exceptions, there are no federal, state or local laws, rules or regulations applicable to the Site which would prohibit Tenant's development and operation of the Site. Landlord agrees that, so long as no Event of Default exists under the terms of this Lease beyond any applicable cure period, Tenant's quiet and peaceful enjoyment of the Site shall not be disturbed or interfered with by Landlord, or by any person or party claiming by, through or under Landlord. In the event Landlord does not own all oil, gas and other minerals in the Site, Landlord further agrees to exercise its best efforts to cause the appropriate entity or agency to regulate drilling, mining or other means of exploration, development and production of oil, gas and other minerals in such a manner that the surface of the Site remains undisturbed and any subsurface activity is conducted in a manner that the bearing capacity and integrity of the subsurface remains the same as of the Commencement Date of this Lease.

16. Option to Purchase.

16.1 Tenant shall have the option to purchase the Site (the "Option") at any time prior to or within sixty (60) days following expiration of the Term by delivery to Landlord of a written notice of exercise of Option and payment to Landlord of the sum of any Rent due through the end of the Term, which has not been paid as of the date of exercise of the Option, and the sum of One Hundred and no/100 Dollars (\$100.00).

16.2 Landlord acknowledges that upon receipt in full of the Rent due through the end of the term and Tenant's written notice of exercise of the Option, Landlord will be obligated to convey the Site to Tenant. Tenant shall take fee title to the Site immediately upon delivery of written notice of exercise of the Option and payment of all amounts due.

16.3 Landlord shall convey the Site to Tenant immediately upon receipt of Tenant's written notice of exercise of the Option and Rent due through the end of the Term, free

{C0086174}

5. 671

Book DEED 303 Pg 589
Instrument 2020000032

of the rights of any party other than Tenant or anyone claiming by, through or under Tenant, and subject only to Permitted Exceptions. Landlord shall convey the Site to Tenant or Tenant's nominee by special warranty deed, subject to Tenant's reasonable advance approval of such deed. The Tenant may purchase the Site following the occurrence of an Event of Default and notwithstanding the existence of such Event of Default upon payment of all Rent due for the initial ten year term of this Lease.

17. Recording of Lease. Upon the execution hereof, Tenant may record this Lease or a memorandum hereof (which Landlord agrees to execute) in the office of the Chancery Clerk of Clay County, Mississippi.

18. Inability to Perform. Anything in this Lease to the contrary notwithstanding, Tenant's inability to fulfill any of Tenant's agreements and undertakings under this Lease other than the payment of Rent shall not be considered an Event of Default if Tenant is prevented or delayed from so doing by reason of strikes, labor troubles, lockouts, riots, civil commotions, acts of God, governmental restrictions, unavailability of services or materials or any other cause beyond the reasonable control of Tenant.

19. Notices. Any notice, demand or other communication required to be given or to be served upon any party hereunder, shall be void and of no effect unless given in accordance with the provisions of this Section. All notices, demands or other communications must be in writing and may be given by mail, expedited delivery service, electronic mail or by telecopier as set forth below. Notices, demands or other communications delivered by certified or registered mail, return receipt requested, shall be deemed given and received on the third business day after they are deposited in a post office or other depository under the care or custody of the United States Postal Service, enclosed in a wrapper, addressed properly, with proper postage affixed. Any notice, demand or other communication given otherwise than by certified or registered mail, return receipt requested, shall be deemed to have been given and received when telecopied to the below stated telecopier, sent by electronic mail to the below named person or position, or delivered to the below stated address of the party to whom it is addressed or refused by such party. All notices, demands and other communications shall be given to the parties hereto at the addresses following their signatures below. Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other parties entitled to receive notices hereunder five (5) days' advance written notice of such change of address.

If to Landlord: Clay County, Mississippi
P.O. Box 815
West Point, MS 39773
662-494-3124 (phone)
662-492-4059 (fax)
sherry@claycountymiss.gov

With a copy to: Clay County Chancery Clerk
P.O. Box 815
West Point, MS 39773

672

{C0086174}

6

Book DEED 303 Pg 590
Instrument 2020000032

662-494-3124 (phone)
662-492-4059 (fax)
aberry@claycounty.ms.gov

If to Tenant: Tom Soya Grain Company
11018 Old Highway 50
West Point, MS 39773
662-494-3754 (phone)

With a copy to: J. Gordon Flowers
Brunini Law Firm
P.O. Box 7520
Columbus, MS 39705
662-240-9744 (phone)
662-240-4127 (fax)
gflowers@brunini.com

20. Miscellaneous.

20.1 All agreements, terms, provisions and conditions in this Lease shall extend and inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

20.2 The captions of this Lease are for convenience only, and are not to be construed as a part of this Lease, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

20.3 If any term or provision of this Lease shall be to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law; provided, that notwithstanding any finding of invalidity with respect to any portion of this Lease, the Tenant shall have the option to purchase the Site as provided in Section 18.

20.4 This Lease shall be construed and enforced in accordance with the laws of the State of Mississippi.

20.5 This Lease represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements.

20.6 This Lease may be executed in multiple counterparts or in counterpart originals, each of which taken together shall constitute one and the same instrument.

20.7 Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that no provision

(C0086174)

673

Book DEED 303 Pg 591
Instrument 2020000032

contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship other than Landlord and Tenant.

20.8 Any waiver given by either party with respect to performance by the other party of any provision of this Lease shall be construed only as a waiver of the particular provision in question and only then with respect to the particular failure to comply, and such waiver shall not be construed as a waiver of any separate failure to comply or of any other provisions of this Lease.

20.9 Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

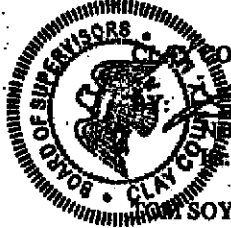
20.10 The individuals executing this instrument on behalf of Landlord and Tenant, respectively, represent that each has been duly authorized so to do by appropriate action taken by Landlord or Tenant, as the case may be.

20.11 Landlord represents to Tenant that Landlord has not associated with any broker or other representative to whom a commission or fee would be payable as a result of the execution of this Lease by Landlord or Tenant. Tenant represents to Tenant that Tenant has not associated any broker or other representative to whom a commission or fee would be payable as a result of the execution of this Lease by Landlord or Tenant. Each party agrees to hold the other harmless from any claim for a fee, commission or other payment as a result of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease as of the date first above written with actual execution on the dates set forth in the respective acknowledgments below.

ATTEST:

Ray H. Berry
Clerk of the Board



Board President

SOYA GRAIN COMPANY

BY: *James D. Bryan*
James D. Bryan
Its: Chief Executive Officer

674

{C0086174}

8

Book DEED 303 Pg 592
Instrument 2020000032

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, Luke Lummus, in his capacity as President of the Board of Supervisors of Clay County, Mississippi, who acknowledged that he executed and delivered the above and foregoing Lease Purchase Agreement on the day and year therein written, for and on behalf of and as the act of Clay County, Mississippi, after being duly authorized so to do.

This the 17th day of July, 2012.

Robert D. Haynes, Jr.
By: Susan Plubitt, Jr.
(NOTARY PUBLIC)

My commission expires: Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan. 4, 2016

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, Amy G. Berry, in her capacity as Clerk of the Board of Supervisors of Clay County, Mississippi, who acknowledged that she executed and delivered the above and foregoing Lease Purchase Agreement on the day and year therein written, for and on behalf of and as the act of Clay County, Mississippi, after being duly authorized so to do.

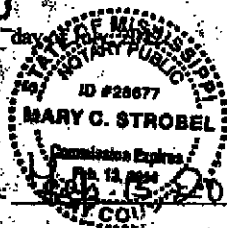
Robert D. Haynes, Jr.
By: Susan Plubitt, Jr.
(NOTARY PUBLIC)

My commission expires: Circuit Clerk & Ex-Officio Notary Public
My Commission Expires Jan. 4, 2016

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me, the undersigned authority in and for the said county and state aforesaid, James D. Bryan, in his capacity as Chief Executive Officer of Tom Soya Grain Company, who acknowledged that he executed and delivered the above and foregoing Lease Purchase Agreement on the day and year therein written, for and on behalf of and as the act of said corporation, after being duly authorized so to do.

This the 19th day of July, 2012.



Mary C. Strobel
(NOTARY PUBLIC)

My commission expires: Jan 13 2014

675

Book DEED 303 Pg 593
Instrument 2020000032

EXHIBIT I

COMMENCING at the Southwest corner of Section 30, Township 17 South, Range 8 East, Clay County, Mississippi run East a distance of 4534.98 feet; thence North a distance of 3694.47 feet; thence North 31 degrees 58 minutes 04 seconds West, a distance of 316.65 feet to an iron pin set; thence North 42 degrees 31 minutes 34 seconds West, a distance of 468.97 feet to a nail set in asphalt of Old Highway 50; thence North 67 degrees 25 minutes 07 seconds East, a distance of 199.98 feet to a nail set in asphalt of Old Highway 50; thence North 64 degrees 32 minutes 49 seconds East, a distance of 100.07 feet to a nail set in asphalt of Old Highway 50; thence North 63 degrees 37 minutes 24 seconds East, a distance of 253.99 feet to a nail set in asphalt of Old Highway 50 and being the POINT OF BEGINNING. From said POINT OF BEGINNING run North 63 degrees 37 minutes 24 seconds East, a distance of 114.20 feet to a nail set in asphalt of Old Highway 50; thence continue northeasterly along said line, a distance of 170.83 feet to a nail set in asphalt of Old Highway 50; thence continue northeasterly along said line, a distance of 238.25 feet to a nail set in asphalt of Old Highway 50; thence North 63 degrees 37 minutes 24 seconds East, a distance of 177.00 feet; thence South 26 degrees 09 minutes 38 seconds East, a distance of 101.38 feet; thence South 35 degrees 30 minutes 53 seconds East, a distance of 108.27 feet; thence South 63 degrees 15 minutes 58 seconds West, a distance of 433.82 feet to an iron pin set; thence North 25 degrees 54 minutes 08 seconds West, a distance of 100.90 feet to an iron pin set; thence South 63 degrees 38 minutes 21 seconds West, a distance of 66.50 feet to an iron pin set and to the point of curve of a non tangent curve to the right, of which the radius point lies North 24 degrees 22 minutes 50 seconds West, a radial distance of 147.28 feet; thence westerly along the arc, through a central angle of 34 degrees 46 minutes 34 seconds, a distance of 89.39 feet; thence North 81 degrees 44 minutes 35 seconds West, a distance of 49.54 feet to an iron pin set and to the point of curve of a non tangent curve to the left, of which the radius point lies South 06 degrees 50 minutes 14 seconds West, a radial distance of 349.42 feet; thence westerly along the arc, through a central angle of 16 degrees 59 minutes 55 seconds, a distance of 103.07 feet to an iron pin set; thence North 28 degrees 22 minutes 36 seconds West, a distance of 9.52 feet to the POINT OF BEGINNING. Containing 2.61 acres.

SUBJECT TO A PERMANENT, PERPETUAL, NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS: COMMENCING at the Southwest corner of Section 30, Township 17 South, Range 8 East, Clay County, Mississippi run East a distance of 4534.98 feet; thence North a distance of 3694.47 feet; thence North 31 degrees 58 minutes 04 seconds West, a distance of 316.65 feet to an iron pin set; thence North 42 degrees 31 minutes 34 seconds West, a distance of 468.97 feet to a nail set in asphalt of Old Highway 50; thence North 67 degrees 25 minutes 07 seconds East, a distance of 199.98 feet to a nail set in asphalt of Old Highway 50; thence North 64 degrees 32 minutes 49 seconds East, a distance of 100.07 feet to a nail set in asphalt of Old Highway 50; thence North 63 degrees 37 minutes 24 seconds East, a distance of 253.99 feet to a nail set in asphalt of Old Highway 50 and being the POINT OF BEGINNING of the easement herein described. From said POINT OF BEGINNING run North 63 degrees 37 minutes 24 seconds East, a distance of 114.20 feet; thence South 78 degrees 37 minutes 52 seconds East, a distance of 130.79 feet; thence North 63 degrees 38 minutes 21 seconds East, a distance of 66.74 feet; thence South 25 degrees 54 minutes 08 seconds East, a distance of 30.00 feet; thence South 63 degrees 38 minutes 21 seconds West, a distance of 66.50 feet to the point of curve of a non tangent curve to the right, of which the radius point lies North 24 degrees 22 minutes 50 seconds West, a radial distance of 147.28 feet; thence westerly along the arc, through a central angle of 34 degrees 46 minutes 34 seconds, a

{C0086174}

Book DEED 303 Pg 594
Instrument 2020000032

distance of 89.39 feet; thence North 81 degrees 44 minutes 35 seconds West, a distance of 49.54 feet to the point of curve of a non tangent curve to the left, of which the radius point lies South 08 degrees 50 minutes 14 seconds West, a radial distance of 349.42 feet; thence westerly along the arc, through a central angle of 16 degrees 59 minutes 55 seconds, a distance of 103.67 feet; thence North 26 degrees 22 minutes 38 seconds West, a distance of 9.52 feet to the POINT OF BEGINNING. Containing 0.27 acres.

677

{C0086174}

10

Book DEED 303 Pg 595
Instrument 2020000032

EXHIBIT 2

All those reservations, restrictions and conditions that are contained in the Quitclaim Deed attached as Exhibit A.

678

{C0086174}

11

Book DEED 303 Pg 596
Instrument 2020000032

Exhibit 2-A

679

**Book DEED 303 Pg 597
Instrument 2020000032**

THIS INSTRUMENT PREPARED BY

James A. Wagener, III
Assistant District Counsel
U.S. Army Corps of Engineers
P.O. Box 2288
Mobile, Alabama 36628-0288
251-690-3195

STATE OF MISSISSIPPI

COLUMBUS LOCK AND DAM

COUNTY OF CLAY

**TENNESSEE-TOMBIGBEE
WATERWAY**

QUITCLAIM DEED

THIS QUITCLAIM, between the UNITED STATES OF AMERICA

(Hereinafter the "Grantor"), acting by and through the Chief of Real Estate, South Atlantic Division, under a delegation of authority from the Secretary of the Army, pursuant to Section 301 of Public Law 106-341 (114 Stat. 2673), and the **CLAY COUNTY, MISSISSIPPI** (hereinafter the "GRANTEE").

WHEREAS, it has been determined (1) that the development of public port and industrial facilities on the hereinafter described land within the Tennessee-Tombigbee Waterway Project, a water resource development project under the jurisdiction of the Department of the Army (hereinafter referred to as the "Waterway Project") will be in the public interest; (2) that such development will not interfere with the operation and maintenance of the Waterway Project; and (3) that disposition of such land for this purpose will serve the objectives of the

66

680

**Book DEED 303 Pg 598
Instrument 202000032**

Waterway Project.

NOW THEREFORE, the GRANTOR, for and in consideration of TWO HUNDRED THREE THOUSAND AND NO/100 DOLLARS (\$23,000.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM unto the GRANTEE, its successors and assigns, for uses consistent with Section 301 of Public Law 106-541 cited above, all right, title, and interest in the property situated, lying and being in Clay County, Mississippi, being 20.28 acres, more or less and more particularly described as follows:

All that tract or parcel of land lying and being in Fractional Section 30, Township 17 South, Range 8 East, Chickasaw Meridian, Clay County, Mississippi, more particularly described as follows:

Commencing at a concrete monument stamped "C-WF-5", which is 3,521.89 feet North of the South line and 3,488.89 feet East of the line of said Section 30, at a corner of a tract of land owned by the United States of America at Columbus Lake, Tennessee-Tombigbee Waterway and at plane coordinate position North 1,420,870.49 feet and East 601,893.43 feet, based on Transverse Mercator Projection, Mississippi East Zone;

Thence Due North along the boundary of said United States tract a distance of 201.9 feet;

Thence N 80° 44' E a distance of 1,059.9 feet to the POINT OF BEGINNING;

Thence N 31° 58' W a distance of 316.65 feet;

Thence N 42° 32' W a distance of 468.97 feet, more or less, to a point in the center of Old Mississippi State Highway No. 50;

Thence along the centerline of said old highway the following bearings and distances:

N 67° 25' E a distance of 199.98 feet;

N 64° 33' E a distance of 100.07 feet;

N 63° 37' E a distance of 954.27 feet, more or less, to point in the centerline of the Old Highway 50 Bridge and the west branch of the Tombigbee River;

67

681

Book DEED 303 Pg 599
Instrument 2020000032

Thence downstream along the meanders of the west bank of said river the following bearing and distances:

S 26° 10' E a distance of 101.38 feet;

S 35° 31' E a distance of 108.27 feet;

S 12° 18' E a distance of 37.71 feet;

Thence along the west bank of the Tennessee-Tombigbee Waterway the following bearings and distances:

S 27° 42' W a distance of 34.56 feet;

S 11° 26' W a distance of 170.84 feet;

S 01° 28' E a distance of 162.81 feet;

S 07° 16' W a distance of 182.97 feet;

S 01° 48' E a distance of 112.34 feet;

S 05° 26' W a distance of 347.54 feet;

Thence N 62° 05' W a distance of 272.15 feet;

Thence S 80° 44' W a distance of 427.73 feet, more or less, to the point of beginning.

Containing 20.28 acres, more or less, and being a part of Tract 501 of the Columbus Lock and Dam, Tennessee-Tombigbee Waterway Project as described in Civil Action No. EC80-4-LS-Q (MF 33-25-361-48(1)), filed 7 January 1980 in the United States District Court for the Northern District of Mississippi, Eastern Division.

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether or public record or not.

TO HAVE AND TO HOLD the property granted herein to the GRANTEE, and its Successors and assigns, together with all and singular, the appurtenances thereunto belonging or

3

68

682

Book DEED 303 Pg 600
Instrument 2020000032

in anywise appertaining, and all the estate, right, title, interest, or claim whatsoever of the GRANTOR, either in law or in equity and subject to the taxes, exceptions, restrictions, covenants and conditions herein contained.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the GRANTEE, by its acceptance of this Deed, agrees that, as part of the consideration for this Deed, the GRANTEE covenants and agrees for itself, its successors and assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the GRANTEE, its successors and assigns, in perpetuity by the GRANTOR and other interested parties as allowed by federal, state or local law; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth herein are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties, their successors and assigns:

1. RESTRICTIONS PURSUANT TO MEMORANDUM OF AGREEMENT

Those certain responsibilities, use restrictions, and restrictive covenants documented and agreed upon in a Memorandum of Agreement dated April 1987 between the Advisory Council On Historic Preservation, the Corps of Engineers, the Mississippi State Historic Preservation Officer, and the Clay County Board of Supervisors, attached hereto as Exhibit "A" and incorporated herein by reference.

69

683

Book DEED 303 Pg 601
Instrument 202000032

2. CERCLA COVENANT

Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(4)(D)(i)), the GRANTOR warrants that any response action or corrective action found to be necessary after the date of this deed for hazardous substances existing on the property prior to the date of this deed shall be conducted by the GRANTOR. This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, GRANTEE shall not be considered a potentially responsible party solely due to a hazardous substance remaining on the property on the date of this instrument, provided that GRANTEE has not caused or contributed to a release of such hazardous substance or petroleum product or its derivatives.

3. RIGHT OF ACCESS

A. Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(4)(D)(ii)), the GRANTOR retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the GRANTOR, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the GRANTOR to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and

right access shall be binding on the GRANTEE, its successors and assigns, and shall run with the land.

B. In exercising such easement and right of access, the GRANTOR shall provide the GRANTEE or its successor or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this Covenant, which notice may be severely curtailed or even eliminated in emergency situations. The GRANTOR shall use reasonable means, but without significant additional costs to the GRANTOR, to avoid and to minimize interference with the GRANTEE'S and the GRANTEE'S successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the GRANTOR. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the GRANTEE nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the GRANTOR.

C. In exercising such easement and right of access, neither the GRANTEE nor its successors and assigns, as the case may be, shall have any claim at law or equity against the GRANTOR or any officer, employee, agent, contractor of any tier, or servant of the GRANTOR based on actions taken by the GRANTOR or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this covenant. In addition, the GRANTEE, its successors and assigns, shall not interfere with any response action or corrective action conducted by the GRANTOR on the Property.

4. "AS-IS"

A. The GRANTEE acknowledges that it has inspected or has had the opportunity to inspect the property and accepts the condition and state of repair of the subject property. The GRANTEE understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the GRANTOR as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the GRANTEE, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, either expressed or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The GRANTEE shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the GRANTEE to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the GRANTOR.

C. Nothing in this "AS IS" provision will be construed to modify or negate the GRANTOR'S obligation under the CERCLA Covenant or any other statutory obligations.

5. HOLD HARMLESS

A. To the extent authorized by law, the GRANTEE, its successors and assigns, covenant and agree to indemnify and hold harmless the GRANTOR, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE

COVENANTS in this Deed by the GRANTEE, its successors and assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The GRANTEE, its successors and assigns, covenant and agree that the GRANTOR shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the GRANTOR'S obligation under the CERCLA Covenant or any other statutory obligations.

6. POST-TRANSFER DISCOVERY OF CONTAMINATION

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, GRANTEE, its successors or assigns, shall be responsible for such release or newly discovered substance unless GRANTEE is able to demonstrate that such release or such newly discovered substance was due to GRANTOR'S activities, use, or ownership of the Property. If the GRANTEE, its successors or assigns believe the discovered hazardous substance is due to GRANTOR'S activities, use or ownership of the property, GRANTEE will immediately secure the site and notify the GRANTOR of the existence of the hazardous substances, and GRANTEE will not further disturb such hazardous substances without the written permission of the GRANTOR.

B. GRANTEE, its successors and assigns, as consideration for the conveyance of the Property, agree to release GRANTOR from any liability or responsibility for any claims arising

solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the GRANTEE, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the GRANTOR'S responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the GRANTOR'S indemnification obligations under applicable laws.

7. **FLOODPLAIN** - This Property is located within the 100 year floodplain as established by the National Flood Insurance Program (NFIP) and is within the purview of Executive Order 11988. Any development resulting from this action should conform to regulations adopted by the local community through their participation in the NFIP.

8. **FLOODWAY** - The Property is located in a regulatory floodway. Regulations prohibit any encroachments, fill, or obstruction to flow in the floodway unless appropriate hydrologic and hydraulic analyses are provided that justify that these proposed actions will not increase flood levels. Encroachments are activities or construction within the floodway including fill, new construction, substantial improvements, and other developments. Regulatory permits must be obtained prior to commencement of any new construction.

9. **ANTI-DEFICIENCY ACT** - The GRANTOR'S obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the GRANTOR in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

10. **NO WAIVER** - The failure of the GRANTOR to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or

reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the obligations of the GRANTEE, its successors and assigns, with respect to such future performances shall continue in full force and effect.

This conveyance is not subject to Title 10, U. S. Code, Section 2662.

IN WITNESS WHEREOF, The United States of America has caused these presents to be executed in its name by authority of the Secretary of the Army this 26 day of April, 2012.

UNITED STATES OF AMERICA

By William P. Thompson
WILLIAM P. THOMPSON
South Atlantic Division
Chief of Real Estate
Real Estate Contracting Officer

STATE OF GEORGIA
COUNTY OF FULTON

ACKNOWLEDGMENT

I, Nancy W. Carter, a Notary Public in and for said County, in said State, hereby certify that WILLIAM P. THOMPSON, South Atlantic Division, Chief of Real Estate, Real Estate Contracting Office, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on the day first being referred to in the contents of the conveyance and being fully authorized to do so, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 26th day of April, 2012.

(SEAL) **NANCY W. CARTER
NOTARY PUBLIC
Fulton County
State of Georgia
My Comm. Expires March 2, 2014.**

Nancy W. Carter
NOTARY PUBLIC
My Commission expires



20 75 689

Book DEED 303 Pg 607
Instrument 202000032

ACCEPTANCE BY GRANTEE

The Clay County Board of Supervisors, GRANTEE, hereby accepts this Quitclaim Deed for itself, its successors and assigns, subject to all of the conditions, reservations, restrictions and terms contained herein, this 21st day of January, 2012

CLAY COUNTY BOARD OF SUPERVISORS

By: [Signature]
Title: President



STATE OF MISSISSIPPI
COUNTY OF CLAY

ACKNOWLEDGMENT

PERSONALLY APPEARED BEFORE ME, the undersigned authority is and for said County and State, Luvelinus President for the Clay County Board of Supervisors, who acknowledged that he signed, sealed and delivered the above and foregoing instrument on the day and year therein mentioned, for the purpose therein expressed, for an on behalf of said Clay County Board of Supervisors after having been first duly and legally authorized to do so.

Given under my hand and official seal of office, this the 21st day of January, 2012



[Signature]
NOTARY PUBLIC
My Commission Expires:

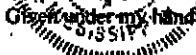
Chancery Clerk & Ex-Officio Notary Public
My Commission Expires Jan. 4, 2018

76
630

THE STATE OF MISSISSIPPI

County of Clay

Amy G. Berry, Clerk of the Chancery Court in and for said County and State, do hereby certify that the within Instrument was filed in this office for the record on the 19th day of July, 2012 at 1:40 o'clock P. M. and the same was duly recorded in Deed Record 276 Page 608 on this 19th day of July, 2012.
Given under my hand and seal of office at West Point, Mississippi.



By [Signature], D.C.
AMY G. BERRY, Chancery Clerk



Clay County Mississippi
Filed 01/07/2020 09:58 A
Book DEED 303 Pg 608
Amy Berry, Chancery Clerk

Book DEED 303 Pg 608
Instrument 2020000032

EXHIBIT J

Amy Berry

From: Mary Jane Runnels <mrunnels@cdispatch.com>
Sent: Thursday, December 12, 2019 10:39 AM
To: aberry@claycounty.ms.gov
Subject: 4 YEARS STRAIGHT CHAMPS!!
Attachments: West Point Football State Champs LB19.pdf

Hi Amy,

West Point High School has done it again! Very few communities can boast of their home team bringing home the top state honors four years in a row! *The Commercial Dispatch* will highlight the STATE Champions in a special feature.

This is a great place to add your congratulations for the positive impact their season has had on the community.

The details are attached. Please let me know if you would like to be a part of this great recognition.

Thank you!

Mary Jane Runnels

Sales Representative

The Starkville Dispatch/Commercial Dispatch

Progress Magazine

Cell: 662-614-0114

mrunnels@cdispatch.com

www.cdispatch.com

Newspaper Advertising WORKS!

College Football **Green Wave** **State Champions!**

Ad Size	Price	Full Color*
Small 2.334" wide x 5.25" tall	\$125.00	\$35.00
Medium 4.931" wide x 5.25" tall	\$200.00	\$35.00
Large 4.931" wide x 10.5" tall	\$350.00	\$65.00

**add to price*

Deadline:
Friday, Dec. 20

Prints:
Sunday, Dec. 29

Call Amber, Beth,
Luther or Mary Jane
today at 662.328.2424

THE
DISPATCH
www.cdispatch.com

Amy Berry

From: Trevor Edmondson <trevor@starkvilledailynews.com>
Sent: Monday, December 09, 2019 10:03 AM
To: Amy Berry
Subject: Re: Daily Times Leader Letters to Santa

Good Morning Mrs. Berry,

I was just looking back over your account and saw that you have participated last couple of years. I spoke with my publisher about getting a better rate for Clay County Board or Supervisors after I spoke with Mrs. Boyd this morning. I also went ahead and asked him if we could honor your "grandfathered in" price of \$55 for your 2 x 5 ad from last year. He said that would be fine so if you would like to run that again this year I can offer you the same price of \$55. Hope that this helps, please let me know if you have any questions.

Thanks,

Trevor Edmondson, Account Executive
.....
Starkville Daily News + Daily Times Leader
Town & Gown Magazine + CrossRoads Shopper
.....
Starkville: 662.323.1642
West Point: 662.494.1422
Cell: 662.769.4023

www.StarkvilleDailyNews.com
www.DailyTimesLeader.com

On Dec 6, 2019, at 4:01 PM, Amy Berry <aberry@claycounty.ms.gov> wrote:

Hey Trevor

It appears your pricing might has increased since last year. I think I might pass on this year's advertisement.

Thank you

Amy Berry
Chancery Clerk

From: Trevor Edmondson [<mailto:trevor@starkvilledailynews.com>]
Sent: Thursday, December 05, 2019 12:58 PM
To: Amy Berry
Subject: Daily Times Leader Letters to Santa

Good Afternoon Amy,

It is that time a year again for the Letters to Santa. This a really great promotion that we run every Christmas Eve where local school children are given blank templates to submit their Letters to Santa. We publish as many of their letters and drawings as we can fit each year into a separate special section that publishes on December 24th. The more generous supporters we have

Daily Times Leader

Dear Santa,

LETTERS TO SANTA AD RATES

6 x 10

10.5" w X 10" h

\$597

3 x 10

5.2" w X 10" h

\$299

3 x 5

5.2" w X 5" h

\$150

2 x 5

3.4333" w X 5" h

\$100

ADD COLOR

\$25

**SPECIAL ADD ON:
1/2 PAGE IN TOWN & GOWN**

\$350*

PUBLISH DATE: Tuesday, 12.24.19

Call 662-494-1422

*When combined with "Dear Santa" promotion



EXHIBIT K



STATE OF MISSISSIPPI

PHIL BRYANT
GOVERNOR

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

GARY C. RIKARD, EXECUTIVE DIRECTOR

May 2, 2019

Clay County Board of Supervisors
Attn: Lynn Hurton, President
P.O. Box 815
West Point, MS 39773

Dear Mr. Hurton:

Enclosed is your copy of the executed Solid Waste Assistance Grant Agreement **SW1199** to Clay County in the amount of **\$11,486.00** for the "Solid Waste Enforcement Office Program". The grant is set to expire on **December 31, 2020** or upon the County's completion of the use of the awarded funds (whichever comes first).

The County may request reimbursement for program expenditures by submitting the Request for Payment form attached to your grant agreement, and you may submit a payment request **quarterly** for approved program activities.

Your payment request should be mailed to:

Mississippi Department of Environmental Quality
Attention: Invoices
P O Box 2369
Jackson, MS 39225

The release of claims form (attached to your grant agreement) should be submitted with your final payment request. Please contact our office at (601) 961-5174 if you have questions or comments concerning your grant project.

Sincerely,

A handwritten signature in black ink that reads "Tonisha Rogers".

Tonisha Rogers, Coordinator
Grants Management/Support Branch

Enclosure

OFFICE OF POLLUTION CONTROL

POST OFFICE BOX 2261 • JACKSON, MISSISSIPPI 39225-2261 • TEL: (601) 961-5171 • FAX: (601) 354-6612 • www.deq.state.ms.us
AN EQUAL OPPORTUNITY EMPLOYER

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO: SW#1199	
		DATE OF STAFF APPROVAL 04/05/2019	
AGREEMENT TYPE		RECIPIENT TYPE	
Cooperative Agreement		COUNTY	
Grant Agreement	X	TAX ID NO.	
Assistance Amendment			
RECIPIENT	PROJECT MANAGER		
CLAY COUNTY BOARD OF SUPERVISORS P. O. BOX 815 WEST POINT, MS 39773	LYNN HURTON PRESIDENT		
ISSUING OFFICE	PROJECT MANAGER		
MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P.O. BOX 2261 JACKSON, MS 39225-2261	TONISHA ROGERS COORDINATOR, GRANT MANAGEMENT PROGRAM		
ASSISTANCE PROGRAM	STATUTORY AUTHORITY		
LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	SECTION 17-17-65, MS CODE ANN.		
PROJECT TITLE AND DESCRIPTION			
SOLID WASTE ENFORCEMENT OFFICER			
PROJECT LOCATION		PROJECT PERIOD	
CITY		The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than DECEMBER 31, 2020	
COUNTY	CLAY		
STATE	MS	TOTAL PROJECT COST \$11,486.00	
FUNDS	Former Award	This Action	Amended Total
MDEQ Amount This Action-- (4049)		\$ 11,486.00	
Recipient Contribution			
Other Contribution			
Total Project Cost		\$ 11,486.00	
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment & Related Installation Costs			
Supplies			
Contractual			
Construction			
Other		\$ 11,486.00	
Total Charges		\$ 11,486.00	
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

**SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)**

1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supersede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. Clean-Up Projects - Responsible Party Obligations

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

4. Solid Waste Enforcement Officer Projects

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

- a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);
- b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. Household Hazardous Waste Collection Project (HHW)

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

- a) Description of the public notification efforts for the event;
- b) Amounts of waste collected, by type;
- c) Cost summary;
- d) Number of residents participating in the HHW collection day event.
- e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. Disposal of Wastes

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, or to a permitted rubbish landfill, where appropriate. Other types of authorized disposal facilities may be considered on a case by case basis. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Work Plan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;
 - 2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 - 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 - 4. Withhold further awards for the program, or
 - 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - 1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 - 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or

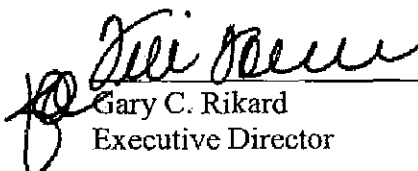
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **CLAY COUNTY BOARD OF SUPERVISORS** approved costs incurred up to and not exceeding **\$11,486.00** for the support of approved budget period effort described in application (including all application modifications) cited in **SOLID WASTE ENFORCEMENT OFFICER**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY



Gary C. Rikard
Executive Director

4/20/19

Date

CLAY COUNTY BOARD OF SUPERVISORS



Authorized Signature



4/15/2019

Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
RELEASE OF CLAIMS

Agreement Number SW#1199

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CLAY COUNTY BOARD OF SUPERVISORS** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CLAY COUNTY BOARD OF SUPERVISORS

Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____
Address _____ Person preparing report: _____
_____ Telephone number: _____
_____ Request period: From _____ To _____

- 1. Amount of this payment request: \$ _____
- 2. Total amount of grant: \$ _____
- 3. Total prior payments approved: \$ _____
- 4. Total funds requested to date (*line 1 plus line 3*): \$ _____
- 5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

- 6. Total funds to be contributed by recipient: \$ _____
- 7. Amount contributed by recipient to date: \$ _____
- 8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer; billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date

Solid Waste Enforcement Officer's Monthly Report Summary

Month Reported: May 2019

Complaints Received

Via MDEQ Notification System: 0

Direct Complaints: 0

Total Complaints: 0

Complaints Investigated: 0

Number of Letters Sent: 0

Number of Tickets Written: 0

Number of Illegal Dumpers Arrested: 0

Number of Dumpsites Identified: 0

Number of Dumpsites Cleaned Up: 0

Number of Complaints Resolved: 0

Number of Court Appearances: 0

Billable Grant Hours: 176

Report Completed By: Billy L. Davis

Date: 5-31-2019

Solid Waste Enforcement Officer:
Monthly Breakdown of Hours Worked

<u>Date</u>	<u>Complaint Investigations</u>	<u>Dumpsite Clean-ups</u>	<u>Administrative (letters, court readiness, etc.)</u>	<u>Billable Grant Hours</u>	<u>Total Hours</u>
1		8		8	8
2		8		8	8
3		8		8	8
4					
5					
6		8		8	8
7		8		8	8
8		8		8	8
9		8		8	8
10		8		8	8
11					
12					
13		8		8	8
14		8		8	8
15		8		8	8
16		8		8	8
17		8		8	8
18					
19					
20		8		8	8
21		8		8	8
22		8		8	8
23		8		8	8
24		8		8	8
25					
26					
27		Holiday		Holiday	Holiday
28		8		8	8
29		8		8	8
30		8		8	8
31		8		8	8
TOTALS		176		176	176

Month Reported: May 2019

Signature: Billy R Doas Date: 5-31-2019

Solid Waste Enforcement Officer's Monthly Report Summary

Month Reported: June 2019

Complaints Received

Via MDEQ Notification System: 0

Direct Complaints: 0

Total Complaints: 0

Complaints Investigated: 0

Number of Letters Sent: 0

Number of Tickets Written: 0

Number of Illegal Dumpers Arrested: 0

Number of Dumpsites Identified: 0

Number of Dumpsites Cleaned Up: 0

Number of Complaints Resolved: 0

Number of Court Appearances: 0

Billable Grant Hours: 160

Report Completed By: Billy R Doss

Date: 6-28-2019

Solid Waste Enforcement Officer:
Monthly Breakdown of Hours Worked

<u>Date</u>	<u>Complaint Investigations</u>	<u>Dumpsite Clean-ups</u>	<u>Administrative (letters, court readiness, etc.)</u>	<u>Billable Grant Hours</u>	<u>Total Hours</u>
1					
2					
3		8		8	8
4		8		8	8
5		8		8	8
6		8		8	8
7		8		8	8
8					
9					
10		8		8	8
11		8		8	8
12		8		8	8
13		8		8	8
14		8		8	8
15					
16					
17		8		8	8
18		8		8	8
19		8		8	8
20		8		8	8
21		8		8	8
22					
23					
24		8		8	8
25		8		8	8
26		8		8	8
27		8		8	8
28		8		8	8
29					
30					
31					
TOTALS		160			

Month Reported: June 2019

Signature: Billy R. Davis Date: 6-28-19

Solid Waste Enforcement Officer's Monthly Report Summary

Month Reported: July 2019

Complaints Received

Via MDEQ Notification System: 0

Direct Complaints: 2

Total Complaints: 2

Complaints Investigated: 2

Number of Letters Sent: 0

Number of Tickets Written: 0

Number of Illegal Dumpers Arrested: 0

Number of Dumpsites Identified: 2

Number of Dumpsites Cleaned Up: 2

Number of Complaints Resolved: 2

Number of Court Appearances: 0

Billable Grant Hours: 168

Report Completed By: Bill R Does

Date: 7-31-19

Solid Waste Enforcement Officer:
Monthly Breakdown of Hours Worked

<u>Date</u>	<u>Complaint Investigations</u>	<u>Pumpout Clean-ups</u>	<u>Administrative (letters, court readiness, etc.)</u>	<u>Billable Grant Hours</u>	<u>Total Hours</u>
1		8		8	8
2		8		8	8
3		8		8	8
4		Holiday			
5		Holiday			
6					
7					
8		8		8	8
9		8		8	8
10		8		8	8
11		8		8	8
12		8		8	8
13					
14					
15		8		8	8
16		8		8	8
17		8		8	8
18		8		8	8
19		8		8	8
20					
21					
22		8		8	8
23		8		8	8
24		8		8	8
25		8		8	8
26		8		8	8
27					
28					
29		8		8	8
30		8		8	8
31		8		8	8
TOTALS		168		168	168

Month Reported: July 2019

Signature: Billy R. Davis Date: 7-31-19

EXHIBIT L

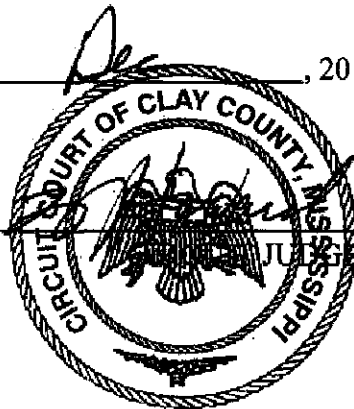
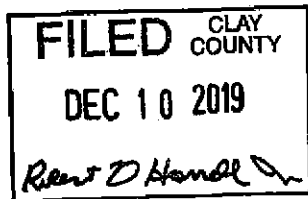
IN THE SIXTEENTH DISTRICT CIRCUIT COURT

IN RE: HIRING OF INTERVENTION COURT COORDINATOR FOR SIXTEENTH DISTRICT CIRCUIT COURT

IT IS HEREBY ORDERED that effective January 1, 2020, Susan Lippincott will start as the new Intervention Court Coordinator for the Sixteenth District Circuit Court. The salary for the position will be \$48,500.00, plus benefits, said salary to be approved and funded from the Sixteenth Circuit Court District Intervention Court budget as overseen by the Administrative Office of Court and Clay County.

The Circuit Clerk of Clay County is to enter this order upon its official minutes, forward a copy to the Clay County Chancery Clerk, and forward a certified copy to the Administrative Office of Courts.

SO ORDERED, this the 6th day of December, 2019.



167/171

EXHIBIT M



Quote Number: QU0000494344
 Effective: 03 DEC 2019
 Effective To: 01 FEB 2020

Bill-To:
 CLAY COUNTY SHERIFFS DEPT
 PO BOX 142
 WEST POINT, MS 39773
 United States

Attention:
Name: Anthony Cummins
Email: acummins@claysheriffms.org
Phone: 662-275-0413

Sales Contact:
Name: Rodney Willhite
Email: rodney.willhite@iciwireless.com
Phone: 9013664412

Contract Number: MISSISSIPPI MSWIN
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M36URS9PW1AN	APX1500 7/800	\$1,564.00	\$558.75	\$558.75
1a	1	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$36.55	\$36.55
1b	1	QA06397AA	DEL: APX GPS ACTIVATION	-	-	-
1c	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1d	1	GA00804AA	ADD: APX O2 CONTROL HEAD	\$492.00	\$418.20	\$418.20
1e	1	G66AW	ADD: DASH MOUNT O2 WWM	\$125.00	\$106.25	\$106.25
1f	1	W20CA	ADD: KEYPAD MIC GCAI	\$180.00	\$153.00	\$153.00
1g	1	GA01339AA	ENH: SW P25 TRUNKING	\$1,070.00	\$509.50	\$509.50
1h	1	G142AD	ADD: NO SPEAKER NEEDED	-	-	-
1i	1	GA00580AD	ADD: TDMA OPERATION	\$450.00	\$382.50	\$382.50
1j	1	QA01648AA	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY	\$5.00	\$4.25	\$4.25
1k	1	G24AX	ADD: 3Y ESSENTIAL SERVICE	\$131.00	\$131.00	\$131.00
1l	1	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
2	39	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$39.00
3	170	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST LOCATION	\$1.00	\$1.00	\$170.00

Total Quote in USD \$2,509.00

State Contract MSWIN3429

- PO Issued to Motorola Solutions Inc. must:
- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
 - >Have a PO Number/Contract Number & Date
 - >Identify "Motorola Solutions Inc." as the Vendor
 - >Have Payment Terms or Contract Number
 - >Be issued in the Legal Entity's Name
 - >Include a Bill-To Address with a Contact Name and Phone Number



**Calculation of Estimated Contributions/Wages For Constables
December 2019**

Calculation:

	Lewis Stafford	Sherman Ivy	
Gross Fee Income *	\$945.00	\$1,625.00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$103.95</u>	<u>\$178.75</u>	
Estimated Contributions	\$103.95	\$178.75	
Divided by PERS EE/ER	21.93%	21.93%	
Estimated Wages To Be Reported To PERS	<u>\$474.01</u>	<u>\$815.09</u>	
Estimated Wages	\$474.01	\$815.09	
Multiplied by PERS EE Rate	9.00%	9.00%	
Estimated PERS EE Contributions	<u>\$42.66</u>	<u>\$73.36</u>	
Estimated Wages	\$474.01	\$815.09	
Multiplied by PERS ER Rate	17.40%	17.40%	
Estimated PERS ER Contributions	<u>\$82.48</u>	<u>\$141.83</u>	

****Summary of Wages and Contributions to be reported to PERS For Constables: ****

Estimated Wages	\$474.01	\$815.09	
Estimated PERS EE Contributions	\$42.66	\$73.36	116.02
Estimated PERS ER Contributions	\$82.48	\$141.83	224.31
Total Estimated Contributions	<u>\$125.14</u>	<u>\$215.18</u>	

****Funds to be Paid to Constables****

Gross Fee Income	\$945.00	\$1,625.00
Less: Total Estimated PERS EE/ER Contributions	<u>\$125.14</u>	<u>\$215.18</u>
Net Gross	\$819.86	\$1,409.82

Need an order to transfer to Payroll Clearing fund \$ 340.33 to remit with Retirement Contributions

* Gross Fee Income is turned in to comptroller by the Justice Court Deputy.