

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 5th day of March, 2010, at 9 00 o'clock a m , and present were, Floyd McKee, President of the Board, R B Davis, Vice-President, Shelton Deanes (absent), Luke Lummus and Lynn Horton Also present at said meeting were Harmon A Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO
EXECUTE A MEMORANDUM OF AGREEMENT FOR ROUND 7 OF THE
COMMUNITY HERITAGE PRESERVATION GRANT PROGRAM

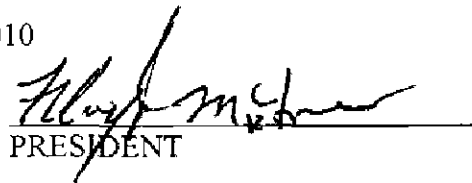
There came on this day for consideration the matter of authorizing the President of this Board to execute a memorandum of agreement for Round 7 of the Community Heritage Preservation Grant Program

It appears that Clay County has qualified for Round 7 of the Archive and History's Community Heritage Preservation Grant Program being the third (3rd) phase for the Clay County Agricultural High School Renovation, and

It appears that the Round 7 grant award is \$51,170 00 with the required local match of \$12 793 00

After motion by Mr Horton and second by Mr Davis this Board doth vote unanimously to authorize the President to execute the attached memorandum of agreement with the Mississippi Department of Archives and History marked as exhibit A

SO ORDERED this the 5th day of March, 2010


PRESIDENT



HISTORIC PRESERVATION

Ken P Pool director Jim Woodrick acting director
PO Box 571 Jackson MS 39205 0571
601 576 6940 Fax 601 576 6955
mdah.state.ms.us

February 17, 2010

The Honorable Floyd McKee
President
West Clay County Board of Supervisors
PO Box 815
West Point, MS 39733

**RE CHPG#2009-005
(Old) West Clay Agriculture High School Stabilization
Pheba, Clay County**

Dear Mr McKee

Enclosed you will find two (2) copies of the Memorandum of Agreements for the Round 7 Community Heritage Preservation Grant program for the interior rehabilitation of the (Old) West Clay Agriculture High School Please sign and return one (1) copy to me at your earliest convenience

As a part of the grant agreement, the Clay County Board of Supervisors has agreed to provide at least \$12,793 in cash matching funds In accepting the grant, the Board must also submit a covenant agreeing to continued preservation and maintenance of the building for a period of twenty-five (25) years from the grant award date This signed and notarized covenant should be returned with documentation of the recordation in the Clay County Chancery Clerk office with the signed MOA An example of the covenant is enclosed in the project manual that was given out at our recent Grantee's Workshop held in Jackson

Please remember that work on the project should not begin until both the signed MOA and the Covenant have been submitted to our office If you have any questions regarding this, please contact me at (601) 576-6940

Sincerely,

A handwritten signature in black ink, appearing to read 'Mingo Tingle', written in a cursive style.

Mingo Tingle
Preservation Specialist

Enclosure

517

Mississippi Community Heritage Preservation Grant Program – Round 7
House Bill No 1722, *Laws of Mississippi, 2009*
Grantee Clay County Board of Supervisors
Project CHPG#2009-005
Project Name (Old) West Clay Agricultural School

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made this the 11th day of Feb, 2010, by the Clay County Board of Supervisors hereinafter called the grantee, and the State of Mississippi acting through the Department of Archives and History hereinafter referred to as MDAH

This agreement relates to the restoration of the (Old) West Clay Agricultural School with the assistance of a \$51,170 grant from the Mississippi Community Heritage Preservation Grant Program established under House Bill No 1722 *Laws of Mississippi 2009* and administered through MDAH

In consideration of the aforementioned grant the grantee hereby agrees to the following

1 AWARD AMOUNT

The award amount for this project shall not exceed \$51,170

2 SCOPE OF WORK

The project involves the interior rehabilitation of the (Old) West Clay Agricultural School including, but not limited to first floor rehabilitation and restoration

3 PROJECT PERIOD

The project period began December 4, 2009 and all work carried out as part of this project shall be **completed prior to December 1, 2012** Extensions will not be given to late or incomplete projects

4 MATCHING FUNDS

The grantee agrees to provide at least \$12,793 in cash matching funds

5 CONTRACTS

Paid work conducted in relation to this project shall require a contract between the grantee and the contracting firm or individual **Such contracts shall be submitted to MDAH for approval prior to execution** In executing contracts the grantee shall comply with state law pertaining to bidding and purchasing procedures The pertinent information can be downloaded at (a copy may be requested from MDAH)

<http://www.dfa.state.ms.us/Purchasing/PurchasingGuidelinesQuickReference.pdf>

c have been incurred for the project work during the period of the grant

8 PERSONNEL SELECTION

Project personnel shall have qualifications appropriate to the major work elements of the project. The consultants pre-planners, architects, engineers, exhibit contracting firms, historic preservation specialists or other professionals employed by the grantee to work on this project must be approved by MDAH. Project personnel shall be expected to work closely with the grantee and MDAH in developing plans and specifications for the project.

9 PROFESSIONAL SUPERVISION

The staff of MDAH will maintain contact with the project director and project personnel as needed and will provide technical assistance as required for the successful completion of project work.

10 PHOTOGRAPHIC DOCUMENTATION

The grantee shall take **color digital images and black and white photographs** sufficient to document the pre-construction condition of the project and submit to MDAH copies of the digital images on CD ROM and photographs along with original black and white negatives (identified on a form to be provided by MDAH) for permanent preservation. Photographic guidelines will be provided by MDAH.

11 REPORTS

Progress reports are to be submitted to MDAH quarterly according to the following schedule:

- Report due **July 9, 2010** for the period December 4 to June 30, 2010
- Report due **October 8, 2010** for the period July 1 to September 30, 2010
- Report due **January 14, 2011** for the period October 1 to December 31, 2010
- Report due **April 8, 2011** for the period January 1 to March 31, 2011
- Report due **July 15, 2011** for the period April 1 to June 30, 2011
- Report due **October 14, 2011** for the period July 1 to September 30, 2011
- Report due **January 13, 2012** for the period October 1 to December 31, 2011
- Report due **April 13, 2012** for the period January 1 to March 31, 2012
- Report due **July 13, 2012** for the period April 1 to June 30, 2012
- Report due **October 12, 2012** for the period July 1 to September 30, 2012
- **COMPLETION REPORT** DUE DECEMBER 1, 2012 OR 60 DAYS AFTER COMPLETION OF PROJECT WHICH EVER COMES FIRST

Preservation Grant In circumstances where funds are disbursed for ineligible activities, the State of Mississippi shall take steps to recover these funds

15 RECORD ACCESS AND RETENTION

Maintenance of Records The grantee shall establish and maintain financial records, supporting documentation and any other such records that may be necessary to reflect the performance of obligations under this agreement

Fiscal Requirements and Audit The grantee shall establish such fiscal control and accounting procedures including internal control procedures, as may be necessary to assure the proper disbursement and accounting for funds paid under this agreement The grantee shall keep, maintain and present to MDAH, as required, necessary and proper invoices, vouchers, receipts, quotes, bids, etc. to support expenditures of funds The grantee's records shall be sufficient to allow MDAH to audit and monitor the grantee's operations

Record Retention/ Access to Records Representatives of MDAH or any State agency authorized to audit MDAH shall have the right of access to any books, documents, papers or other records of the grantee that pertain to the performance of the obligations under this agreement in order to audit or examine said records These records shall be retained for at least seven (7) years from the date of the completion of the terms of this agreement If the grantee is audited in accordance with generally accepted auditing standards, the grantee shall only be required to maintain said records for three (3) years after the completion and release of the audit

However, if any litigation or other legal proceeding, by or on behalf of the State or any other party has begun and is not complete at the end of the aforementioned retention period or if audit findings, exceptions, litigation or other legal proceedings have not been resolved at the end of the aforementioned retention period, all records shall be retained until such time as such proceedings are resolved

16 PRESERVATION AND MAINTENANCE COVENANT

The grantee agrees to submit to MDAH a notarized covenant agreeing to continued preservation and maintenance of the building for a period of twenty five (25) years from the grant award date If the building is abandoned or not maintained or kept in good repair prior to the expiration of the twenty five (25) year period MDAH may take steps to recover the grant award in part or in full The grantee will be responsible for having the covenant recorded in the county land records

17 PROJECT COMPLETION MATERIALS

The grantee agrees to submit final completion materials, which include color slides and black and white photographs (follow the guidelines provided by MDAH) and

CHPG#2009 005
(OLD) WEST CLAY AGRICULTURAL SCHOOL
CLAY COUNTY BOARD OF SUPERVISORS
PIEBLA, CLAY COUNTY
MEMORANDUM OF AGREEMENT

Return to Mingo Tingle
Historic Preservation Division
Mississippi Department of Archives and History
P O Box 571
Jackson MS 39205-0571
Telephone 601-576-6940
FAX 601-576-6955

521

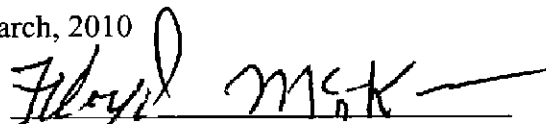
NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS
BOARD TO EXECUTE A LEASE AGREEMENT WITH
HENSON CONSTRUCTIN COMPANY, INC

There came on this day for consideration the matter of authorizing the President of this Board to execute a lease agreement with Henson Construction Company, Inc

After motion by Mr Lummus and second by Mr Davis this Board doth vote unanimously to authorize the President to execute the attached lease marked exhibit A

SO ORDERED this the 5th day of March, 2010



PRESIDENT

LEASE

THIS AGREEMENT of lease made and entered into on this, the 5th day of March, 2010, by and between Clay County, Mississippi, acting by and through its Board of Supervisors, hereinafter referred to as "Lessor," and Henson Construction Company, Inc , hereinafter referred to as "Lessee "

WITNESSETH

Lessor does by these presents lease and demise unto Lessee the following described property, lying and being situated in the County of Clay, State of Mississippi, and being more particularly described as follows

Tract 1

Commence at an iron pin representing the NW corner of the SW-¼ of Section 22, Township 17 South, Range 6 East, Clay County, Mississippi, and run thence South 83 degrees 49 minutes 30 seconds East for a distance of 632 68 feet to National Geodetic Survey monument, "McCharen", thence run South 86 degrees 24 minutes 02 seconds East for a distance of 591 00 feet to an iron pin which is the POINT OF BEGINNING of the Parcel herein described From the POINT OF BEGINNING run South 87 degrees 47 minutes 00 seconds East for a distance of 452 40 feet to an iron pin, thence run North 89 degrees 04 minutes 00 seconds East for a distance of 437 50 feet o an iron pin, thence run South 00 degrees 10 minutes 00 seconds East for a distance of 95 49 feet to a point, thence run South 88 degrees 59 minutes 46 seconds East for a distance of 170 31 feet to a pin, thence run South 01 degree 01 minute 49 seconds East for a distance of 47 27 feet to a point, thence run South 88 degrees 10 minutes 00 seconds East for a distance of 80 69 feet to a point, thence run North 00 degrees 10 minutes 00 seconds West for a distance of 22 00 feet to a point, thence run North 89 degrees 04 minutes 00 seconds East for a distance of 305 41 feet to an iron pin on the Westerly right of way of Highway 45 Alternate (circa may 1996- Federal Aid Primary project #FEGC-079-1 (14)), thence run South 00 degrees 10 minutes 00 seconds East along said right of way for a distance of 441 85 feet to an iron pin, thence run North 88 degrees 44 minutes 00 seconds West for a distance of 1448 66 feet to an iron pin, thence run North 00 degrees 01 minute 00 seconds East for a distance of 541 00 feet to the POINT OF BEGINNING This parcel contains 16 63 acres more or less The above described parcel is the same property described in Book 166 at page 180 Less and except Parcel 1 and Parcel 3

granted to the State Highway Commission of Mississippi for highway right of way, as recorded in Lis Pendens Book C at page 58 on file in the office of the Chancery Clerk of Clay County, Mississippi, located in West Point, Mississippi

LESS AND EXCEPT An 8 46 acre parcel located in the Southwest Quarter of Section 22, Township 17 South, Range 6 East, Clay County, Mississippi and being more particularly described as follows, to-wit

Commencing at the Northwest corner of the Southwest Quarter of Section 22, Township 17 South, Range 6 West, Clay County, Mississippi and run South for a distance of 54 11 feet, thence East for a distance of 631 16 feet to the "McHaron" National Geodetic Survey Monument, thence South 87 degrees 47 minutes 07 seconds East for a distance of 593 39 feet to an iron pin at the POINT OF BEGINNING of the parcel herein described From said POINT OF BEGINNING run South 89 degrees 52 minutes 54 seconds East for a distance of 486 57 feet to a two inch steel pipe, thence South 42 degrees 22 minutes 18 seconds East for a distance of 259 31 feet to an iron pin, thence South 26 degrees 49 minutes 26 seconds East for a distance of 102 33 feet to an iron pin, thence South 38 degrees 45 minutes 29 seconds East for a distance of 82 23 feet to an iron pin, thence South 21 degrees 00 minutes 05 seconds East for a distance of 184 42 feet, thence South 06 degrees 14 minutes 57 seconds East for a distance of 19 58 feet to an iron pin, thence North 89 degrees 59 minutes 01 second West for a distance of 814 15 feet to an iron pin, thence North 01 degrees 23 minutes 15 seconds West to the POINT OF BEGINNING Said parcel being located in the Southwest Quarter of Section 22, Township 17 South, Range 6 East, Clay County, Mississippi and contains 8 46 acres

Tract 2

Commence at an iron pin representing the NW corner of the Sw¹/₄ of Section 22, Township 17 South, Range 6 East, Clay County, Mississippi, and run thence South 83 degrees 49 minutes 30 seconds East for a distance of 632 68 feet to National Geodetic Survey Monument, "McCharen", thence run South 86 degrees 24 minutes 02 seconds East for a distance of 591 00 feet to an iron pin, thence run South 87 degrees 47 minutes 00 seconds East for a distance of 452 40 feet to an iron pin, thence run North 89 degrees 04 minutes 00 seconds East for a distance of 437 50 feet to an iron pin which is the Point of Beginning of the parcel herein described From the Point of Beginning run thence South 0 degrees 10 minutes 00 seconds East for a distance of 94 95 feet to a point, thence run South 88 degrees 59 minutes 46 second East for distance of 170 31 feet to a point, thence run South 01 degree 01 minute 49 seconds East for a distance of 47 27 feet to a point, thence run South 88 degrees 10 minutes 00 seconds East for a distance of 80 69 feet to a point, thence run North 0 degrees 10 minutes 00 seconds

West for a distance of 22 00 feet to a point, thence run North 89 degrees 04 minutes 00 seconds East for a distance of 305 41 feet to an iron pin on the westerly right of way of Highway 45 Alternate, thence run North 0 degrees 10 minutes 00 seconds West along said right of way for a distance of 68 10 feet to an iron pin, thence run North 46 degrees 12 minutes 00 seconds West for a distance of 81 80 feet to an iron pin, thence run South 88 degrees 28 minutes 43 seconds West for a distance of 100 00 feet to an iron pin, thence run North 1 degree 25 minutes 00 seconds West for a distance of 5 23 feet to an iron pin, thence run North 90 degrees 04 minutes 00 seconds West for a distance of 398 08 feet to the Point of Beginning This parcel contains 1 52 acres, more or less The above described parcel is the same property described as TRACT A in the Corrected Lease-Option Agreement as recorded in Book 180 at page 131 and Book 180 at page 137 on file in the Office of the Chancery Clerk of Clay County, located in West Point, Mississippi Less and except Parcel 1 and Parcel 3 granted to the State Highway Commission of Mississippi for highway right of way, as recorded in Lis Pendens Book C at page 58 on file in the Office of the Chancery Clerk of Clay County, Mississippi, located in West Point, Mississippi

FURTHER, LESS AND EXCEPT that parcel of land in an unrecorded lease between the City of West Point, Mississippi, and Tim Chaltry dated May 27, 2009, which is attached hereto as Exhibit A and incorporated herein by reference

Said lease is made on the following terms, conditions and covenants

- 1 The term of the lease shall be for a period of eight (8) months, beginning March 5, 2010, and ending on November 5, 2010
- 2 Lessee shall pay rent at the rate of \$500 00 per month with the first payment being payable on March 5, 2010, and a like amount each month thereafter until November 5, 2010, which final payment shall be in the amount of \$500 00
- 3 Lessee contracts and agrees to use the leased premises as a cabinet fabricating and retail facility and any uses reasonably necessary to conduct a cabinet fabricating and retail facility on said premises Any other use of the leased premises other than as a cabinet fabricating and retail facility and incidental uses related thereto must be approved by Lessor in writing prior to using the leased premises for said purposes

4 Lessee hereby agrees that it will, effective and commencing on the first day of this lease, and continuing throughout the term of this lease, take out and carry at its own expense and pay all premiums on a general liability insurance policy in an amount not less than \$1,000,000.00 single limit coverage insuring both Lessor and Lessee against any and all claims for death or personal injury or property damage resulting from the use, occupancy, operation or condition of the leased premises

5 All policies of insurance herein required shall be placed with a company or companies qualified to do business in the State of Mississippi, and certificate of coverage of such insurance shall be furnished to Lessor each year by Lessee delivering same to the office of the Clay County, Mississippi, Chancery Clerk

6 This agreement is made upon the express condition that the Lessor shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Lessee, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by Lessee in connection therewith, and Lessee hereby covenants and agrees to indemnify and save harmless the Lessor from all liabilities, charges, expenses (including counsel fees), costs on account of or by reason of any such injuries, liabilities, claims, suits or losses, however occurring, or damages growing out of same

7 Lessee agrees and covenants that at all times during the term of this lease Lessee will comply with the provisions of the Mississippi Workers' Compensation Laws

8 Lessor and Lessee agree that in the event of damage to or destruction of the building or buildings upon the premises herein leased from casualty covered by insurance paid for by the

Lessor hereunder and upon payment to the Lessor of the proceeds therefrom the Lessee will repair or restore the building or buildings and improvements or equipment to the condition in which it was or they were prior to the occurrence of such casualty and the Lessor agrees to reimburse the Lessee for the cost thereof out of but not beyond the amount of such proceeds. Even though the building constructed on the said premises or the main structure thereof is by reason of the occurrence of such casualty so insured against, rendered totally or partially untenable, meaning that fabricating operations are impractical or are substantially impeded, the Lessee's obligation for payment of rentals during the primary term shall not be affected by such period of untenability as herein defined.

9 Lessee agrees, at its own cost and expense, throughout the term of this lease, and so long as it shall remain in possession of the demised premises, to keep and maintain said premises in good repair and will use reasonable efforts to minimize by usual care and repairs the effects of use, decay, injury and destruction of the property, Lessor recognizing that certain depreciation by reason of increasing age and use is unavoidable.

10 The Lessee shall not sell or assign this lease or sublet said premises leased herein or any part thereof without first obtaining the written consent of the Lessor.

11 The Lessee shall not make any substantial additions or alterations to the leased premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. Lessee agrees that if any substantial alterations or additions are made to the leased premises, such additions or alterations shall be made at the expense of the Lessee.

12 If the Lessee shall fail to perform any of its obligations or agreements under this lease, the Lessee shall be deemed to be in default and in addition to any other right that may have accrued to the Lessor under the provisions of this lease and the law, the Lessor shall have the right

at its option to terminate this lease, and the Lessor shall, in the event of such termination, be entitled to and the Lessee shall surrender to the Lessor peaceable possession of the property described and leased thereunder, provided, however, that before terminating this agreement, the Lessor shall give the Lessee notice of its intention to terminate by certified or registered mail addressed to the Lessee's registered agent for service or process or, at the option of the Lessor, any other person designated by Lessee to receive said notice on Lessee's behalf Lessee shall have sixty (60) days after the sending of said notice to cure such default Delay by the Lessor in exercising its right to terminate because of any default shall not constitute a waiver of its right to terminate for that default or any other default

IN WITNESS WHEREOF, this Lease has been executed in multiple counterparts, each to be considered and original, on this, the 5th day of March, 2010

CLAY COUNTY, MISSISSIPPI

By Floyd McKee
FLOYD MCKEE, PRESIDENT, BOARD
OF SUPERVISORS OF CLAY COUNTY,
MISSISSIPPI

Attest

Harmon A Robinson
By Amy Bell P.C.
HARMON A ROBINSON, CLERK,
BOARD OF SUPERVISORS OF
CLAY COUNTY, MISSISSIPPI

HENSON CONSTRUCTION COMPANY, INC

By Mike Henson
MIKE HENSON, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Floyd McKee and Harmon A. Robinson, who acknowledged that they are President and Clerk, respectively, of the Clay County, Mississippi, Board of Supervisors, and that for and on behalf of the said Board, and as its act and deed, they signed, sealed and delivered the above and foregoing Lease, for the purposes therein mentioned, on the day and year therein mentioned, after first having been duly authorized by said Board so to do

Given under my hand and official seal, this, the 5th day of March, 2010

(SEAL)

My Commission Expires
My Commission Expires
1st Monday, 2012

Harmon A. Robinson
Notary Public
By Amy Berry, P.C.

STATE OF MISSISSIPPI
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Mike Henson who acknowledged that he is the President of Henson Construction Company, Inc., and that for and on behalf of the said company, and as its act and deed, he signed, sealed and delivered the above and foregoing Lease, for the purposes therein mentioned on the day and year therein mentioned, after first having been duly authorized by said company so to do

Given under my hand and official seal, this, the 5th day of March, 2010

(SEAL)

My Commission Expires
Commission Expires
1st Monday, 2012

Harmon A. Robinson
Notary Public
By Amy Berry, P.C.

295-17466

TEMPORARY LEASE AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF CLAY

This agreement made and entered into by and between The City of West Point Mississippi hereinafter referred to as the "Lessor" and Tim Chaltry hereinafter referred to as the Lessee

WITNESSETH

The Lessee desires to lease from the Lessor and Lessor is willing to lease certain real estate hereinafter described on the terms and conditions hereinafter stated

ARTICLE I

GRANT AND TERM

Section 1 01 Leased Premises

In consideration of the rents and conditions herein reserved and contained on the part of the Lessee to be paid performed and observed the Lessor does hereby lease and demise to the Lessee for the term hereinafter set forth the real estate hereinafter described (the leased premises') and the Lessee hereby leases and takes from the Lessor the leased premises which is described on the attached Exhibits 1 & 2

Section 1 02 Term

The original term of this lease is for a period of six (6) months beginning on the 27th day of May 2009 Lessee shall have the right to extend this lease for an additional period of six (6) months at the end of the original term by giving written notice at least thirty (30) days in advance of the expiration of the original term and any subsequent renewal term of Lessee s intent to renew Any increase in the rental due under this lease for any renewal term shall be mutually agreed upon by the parties

Section 1 03 Rentals

The rental to be paid by the Lessee to the Lessor shall be \$450 00 per month for the original six (6)) month term due and payable in advance in either a quarterly installment of \$1 350 00 or the full six (6) month payment of \$2 700 00

Exhibit "A"

ARTICLE II
RENTAL AND USE

Section 2 01 Rent

The agreed rent during the term of this lease shall be payable by the Lessee on or before the semiannual anniversary date of each agreement in advance at the office of the Lessor or at such other place as may be designated by the Lessor without any prior demand or notice therefore

Section 2 02 Use

In consideration of the premises the Lessee hereby covenants and agrees (a) to pay the agreed rental (b) to prohibit the use of the leased premises for any illegal purpose and (c) to comply with all statutes ordinances and other governmental regulations which shall impose any duty upon the occupant of the leased premises

ARTICLE III
MAINTENANCE OF PROPERTY AND LAND IMPROVEMENTS

Section 3 01 Lessee's Obligation

The Lessee agrees to keep the leased premises in neat and clean manner at its own expense and to keep said areas free and clear of obstructions or rubbish during the term of this lease

Section 3 02 Lessor's Obligation

The Lessor agrees to repair replace entrance gating and maintain the grounds outside the lessee s described lease area

Section 3 03 Improvements

No structural alternations or additions shall at any time be made by the Lessee without the Lessor s prior written consent Lessee shall indemnify and hold Lessor harmless from any and all materialmen's laborers' or contractors' liens arising from construction of such buildings contracted by Lessee At the termination of this lease Lessee is under no obligation to remove any alteration, addition or improvement made by Lessee with the consent of the Lessor or restore the premises to the condition existing at time of the commencement of this lease

**ARTICLE IV
DEFAULT BY LESSOR OR LESSEE**

Section 4 01 Default

If either the Lessor or the Lessee shall default in compliance with any term or covenant on their part herein contained to be performed the injured party shall notify the other party by registered mail of such default and allow the party in default thirty (30) days in which to cure said default

If such default cannot reasonably be remedied within thirty (30) days after receipt of notice by defaulting party and in the event that said default is not cured within the time specified in the said notice this lease shall then terminate at the option of the injured party

**ARTICLE V
DEFAULT IN PAYMENT OF RENT**

Section 5 01 Default in Rent

In the event that Lessee shall fail to pay any quarterly or semiannual installment of rent within ten (10) days of the date same shall become due and payable as set forth herein the Lessor shall notify the Lessee by registered mail of such default and allow the Lessee thirty (30) days in which to cure said default

If such default cannot reasonably be remedied within thirty (30) days after receipt of notice by Lessee, and in the event that said default is not cured within the time specified in the said notice this Lease shall then terminate at the option of the Lessor

**ARTICLE VI
MISCELLANEOUS PROVISIONS**

Section 6 01 Lease Acceptance

This agreement contains all the oral and written agreements representations and arrangements between the parties hereto and any rights which the respective parties hereto may have had under any previous agreements or oral arrangements are hereby cancelled and terminated and no representations for rental shall be deemed to constitute a lease other than this agreement, and not until and unless this agreement shall have been properly executed by the Lessee and delivered to the Lessor

Section 6 02 Waiver of Requirements

No requirements whatsoever of this letting shall be deemed waived or varied nor shall Lessor's acceptance of any payment with knowledge of any default nor shall failure to take or delay in taking advantage of any default constitute a waiver of rights, nor of any subsequent breach of any covenant or requirement of this lease All remedies herein provided shall be in addition to and not in substitution for any remedies otherwise available

Section 6 03 Notices

All notices to be given under this lease shall be in writing and shall either be served personally and/or sent by certified or registered mail to the address of the parties below specified The Lessor's address for notices shall be P O Box 1117 West Point Mississippi 39773 The Lessee's address for notices shall be 251 Betty Drive Columbus Mississippi 39705

Section 6 04 Surrender

Upon the expiration or other termination of the term of this lease Lessee shall quit and surrender to Lessor the leased premises together with all buildings and improvements thereon broom clean in good order and condition ordinary wear and damage by the elements excepted Lessee shall remove all personal property of the Lessee and if the Lessee fails to do so Lessor may cause all of the said property to be removed at the expense of the Lessee and Lessee hereby agrees to pay all costs and expenses thereby incurred Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of the term of this lease

Section 6 05 Insurance

Lessee shall obtain at its expense casualty and liability insurance covering the leased premises and shall list the City of West Point as an additional insured on its policy

Lessee shall at his own expense obtain comprehensive insurance covering his personal property on or in the leased premises

Section 6 06 Construction of Lease

Words of any gender used in this lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires Wherever used herein, the words 'Lessor' and 'Lessee' shall be deemed to include the heirs personal representatives successors sub-lessees and assigns of said

party and all provisions herein contained shall bind and inure to such heirs personal representatives successors and assigns

Section 6 07 Captions

The article and section captions as to contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as part of this lease or as a limitation on the scope of the particular articles or paragraphs to which they refer

Section 6 08 Short Form Lease,

Lessor agrees, upon the request of Lessee to execute in recordable form a short form lease entitled Notice of Lease and all parties hereto agree that this lease will not in such case be recorded

Section 6 09 Attorney's Fees

In the event of default in the payment of rentals or the performance of any obligations by Lessee as herein stated the losing party shall pay all reasonable attorney s fees court costs and other reasonable expenses of collection

Section 6 10 Amendment

This agreement may be amended by mutual agreement of the parties hereto but no such amendment shall be effective unless evidenced by a writing signed by the parties hereto or by their duly authorized representative


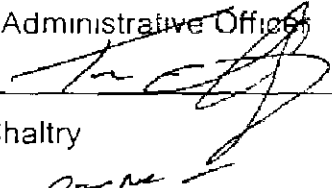
Section 6 11 Right of First Refusal

If Lessor receives an offer to enter into an arms-length transaction with a bona fide purchaser for the purchase of the leased premises at any time and from time to time on or after the date hereof and during the Term of this Lease or any extensions thereof Lessor shall promptly provide Lessee a copy of said offer and Lessee must then within thirty (30) days thereafter determine in its sole discretion whether or not to agree to the terms and conditions of said offer and complete the purchase of the leased premises on the same terms and conditions as offered by the bona fide purchaser (the **Right of First Refusal**) Any conveyance of the leased premises made in absence of full satisfaction of this Section shall be void and this Section shall not be waived unless Lessee delivers to Lessor a written notice waiving its Right of First Refusal Lessee may enforce this Section without limitation by injunction specific performance or any other equitable relief Lessee s election not to exercise its Right of First Refusal shall not prejudice Lessee s rights hereunder as to any

further offers from a bona fide purchaser to purchase the leased premises

In witness whereof the parties hereto executed this lease in counterparts on this the 27th day of May 2009 The City of West Point Mississippi

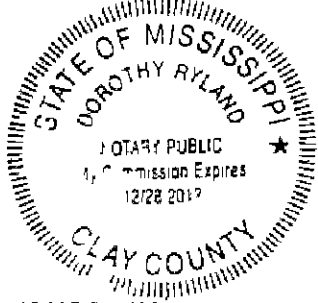
ATTEST

By 
Randolph W Jones
Chief Administrative Officer
By 
Tim Chaltry
Title Owner

STATE OF MISSISSIPPI
COUNTY OF CLAY

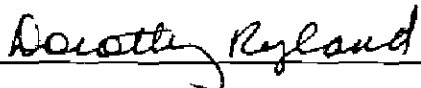
Personally appeared before me the undersigned authority within and for said county and state, Randolph W Jones Chief Administrative Officer of the City of West Point Mississippi who acknowledged that he executed and delivered the above and foregoing Lease Agreement, for and on behalf of the City of West Point Mississippi be being duly authorized so to do

SWORN TO AND SUBSCRIBED before me on this the 27th day of May 2009



(SEAL)

My commission expires

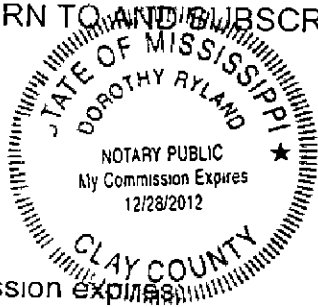

Notary Public

535

STATE OF MISSISSIPPI
COUNTY OF CLAY

Personally appeared before me the undersigned authority within and for said county and state Tim Chaltry who acknowledged that he executed and delivered the above and foregoing Lease Agreement for and on behalf of himself

SWORN TO AND SUBSCRIBED before me on this the 28th day of May 2009



(SEAL)

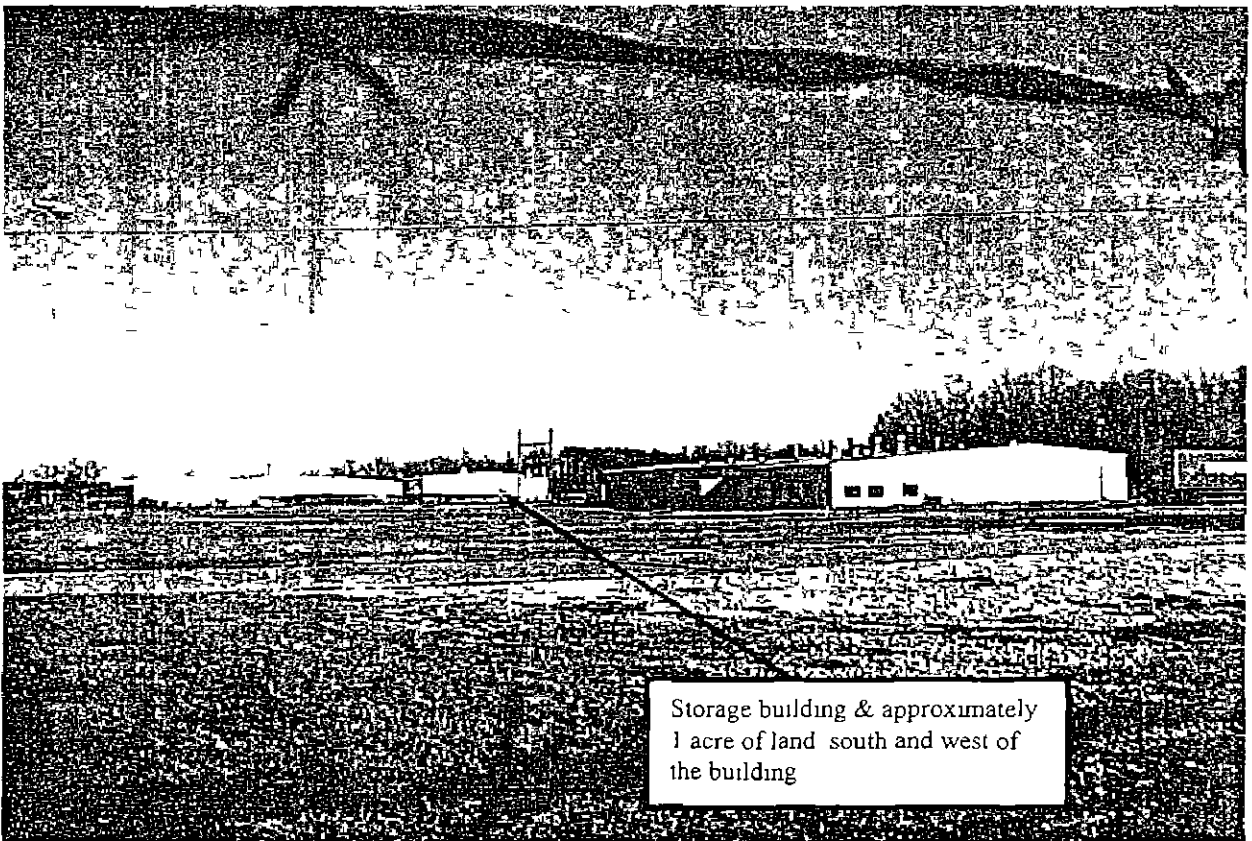
My commission expires

Dorothy Ryland
Notary Public

EXHIBIT 1

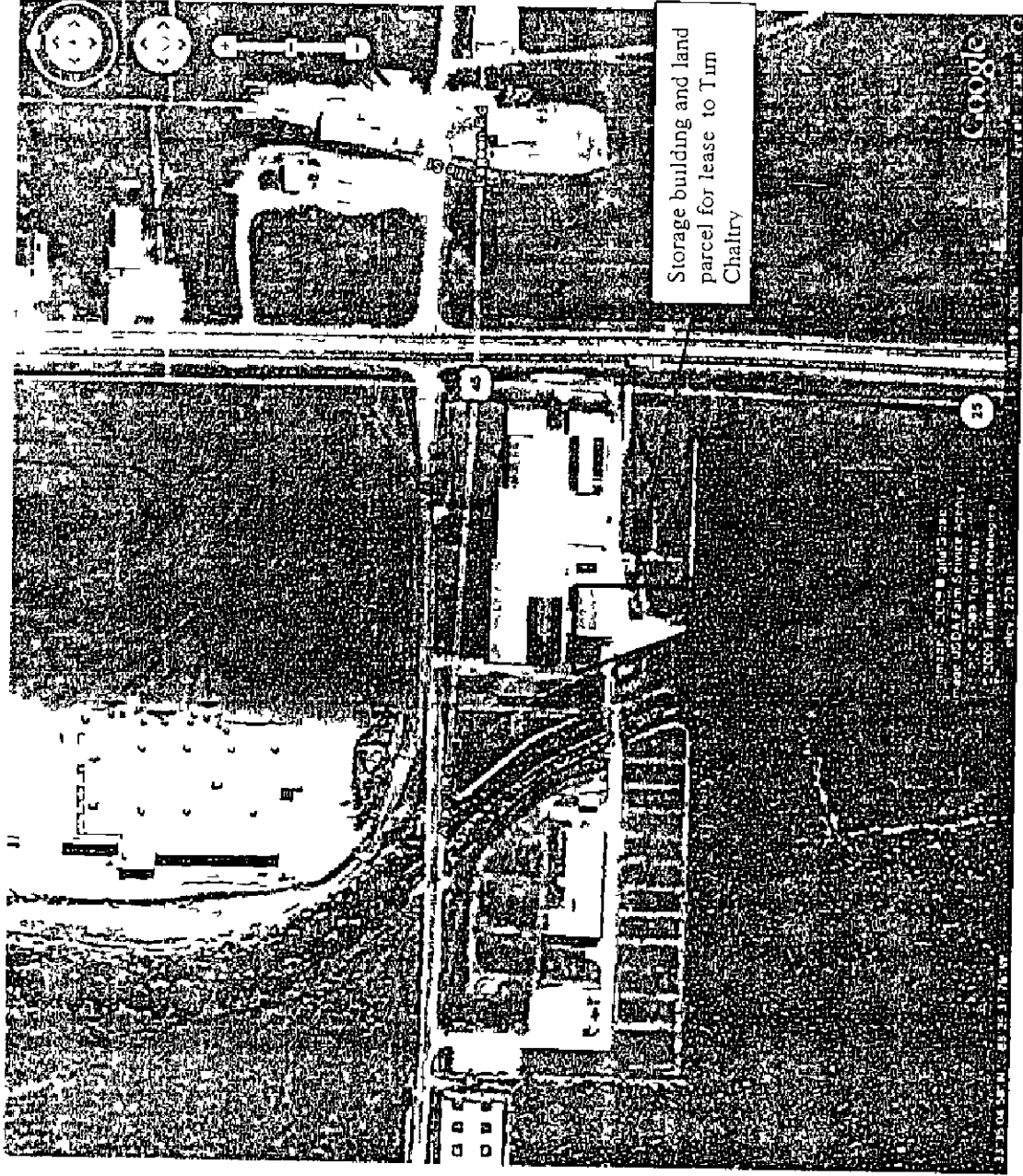
The Lease Premises shall be that parcel of land storage building and the improvements within the confines of the building thereon at the following address

725 Airport Road
West Point MS 39773



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EXHIBIT 2



538

A RESOLUTION COMMENDING MRS BESSIE JOHNSON
FOR BEING AWARDED THE GOVERNOR'S AWARD FOR
ARTISTIC EXCELLENCE AND RELATED MATTERS

WHEREAS, Mrs Bessie Johnson was recently awarded the prestigious Governor's Award for Artistic Excellence by Governor Haley Barbour for her work as a master artist in the folk art of basket weaving, and

WHEREAS, Mrs Bessie Johnson's devotion to her art has attracted a great deal of positive publicity for Clay County and the State of Mississippi, and

WHEREAS, Mrs Bessie Johnson's work and her unselfish teaching of her craft to others has play a significant role in preserving a folk art which was in danger of being lost, and

WHEREAS, but a few of the honors bestowed upon Mrs Bessie Johnson include (1) being inducted into the Clay County Hall of Fame, (2) having her art featured in the Public Broadcasting Network program, Mississippi Roads, (3) serving as a master artist in the Mississippi Art Commission's Folk Art Apprenticeship Program, (4) receiving a Folk Art Fellowship in 1999, (5) being a charter member of the Craftsman's Guild of Mississippi, and (6) having won too many awards in major art shows and exhibits to list here, and

WHEREAS, Mrs Bessie Johnson's life both as an artist and as a teacher are an inspiration to all Mississippians


THEREFORE, BE IT RESOLVED BY THE CLAY COUNTY, MISSISSIPPI, BOARD OF SUPERVISORS THAT MRS BESSIE JOHNSON IS OFFICIALLY COMMENDED FOR HER SERVICE TO HER COMMUNITY AS AN ARTIST AND A TEACHER

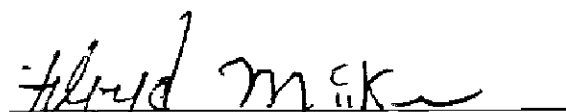
After thorough discussion of the above said resolution, Supervisor Luke Lummus moved the adopted of the same and Supervisor Lynn Horton seconded the motion

President Floyd McKee called for a vote and Supervisor Lynn Horton voted aye, Supervisor Luke Lummus voted aye, Supervisor Shelton Deanes voted aye, Supervisor R B Davis voted aye, and Supervisor Floyd McKee voted aye

The resolution having received all of the votes cast was declared adopted

This the 5th day of March, 2010


CLERK


PRESIDENT

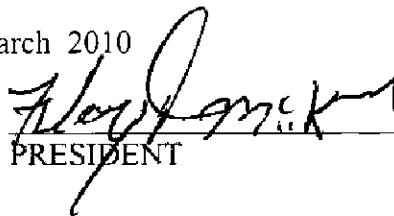
NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO
EXECUTE A COVENANT AGREEMENT FOR CONTINUING MAINTENANCE
OF THE CLAY COUNTY AGRICULTURAL HIGH SCHOOL

There came on this day for consideration the matter of authorizing the President of this Board to execute a covenant agreement for continuing maintenance of the Clay County Agricultural High School

After motion by Mr Davis and second by Mr Horton this Board doth vote unanimously to authorize the President of this Board to execute the attached covenant agreement with the Mississippi Department of Archives and History as it relates to the Clay County Agricultural High School in Pheba Mississippi

SO ORDERED this the 5th day of March 2010



PRESIDENT

NO _____


IN THE MATTER OF TRANSFERRING A FIRE TRUCK TO UNIT 300

There came on this day for consideration the matter of transferring a fire truck to Unit 300

It appears to this Board that Unit 300 (Montpelier) Volunteer Fire Department wishes to purchase for permanent placement a fire truck being Unit WF153, 1995 International serial no 1HT5DADR2TH251591 The purchase price agreed upon is \$5,000 00

After motion by Mr Davis and second by Mr Lummus this Board doth vote unanimously to sell fire truck WF153 a 1995 International, serial no 1HT5DADR2TH251591 to Unit 300 for \$5,000 00 Said monies to be deposited into the Volunteer Fire fund

SO ORDERED this the 5th day of March 2010



PRESIDENT

NO _____

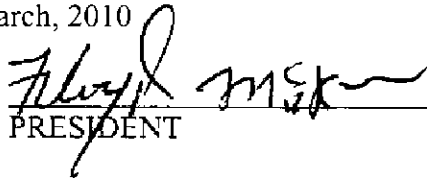
IN THE MATTER OF AMENDING THE JAIL BUDGET FOR FY 2010

There came on this day for consideration the matter of amending the Jail Budget for FY 2010

It appears to this Board that in order to install a jail access security system at the front entrance of the north and the south lockdown areas it would be prudent to shift \$7,000.00 from the consumable category to the capital category to enable the purchase of this security access system for the lockdown areas of the jail

After motion by Mr. Horton and second by Mr. Davis this Board doth vote unanimously to amend the capital category of the jail budget by an increase of \$7,000.00 and reduce the consumable category by \$7,000.00 in the jail's FY 2010 budget

SO ORDERED this the 5th day of March, 2010



PRESIDENT

NO _____

IN THE MATTER OF AMENDING THE SHERIFF'S BUDGET
AND JAIL BUDGET FOR FY 2010

There came on this day for consideration the matter of amending the Sheriff's Budget and Jail Budget for FY 2010

It appears to this Board that in order to install a jail access security system at the entrance from the jail to Justice Court area it would be prudent to amend the Sheriff's contractual category to enable the purchase of said security system

After motion by Mr Horton and second by Mr Davis this Board doth vote unanimously to amend the Sheriff's Contractual budget by reducing it \$2,550 00 and increasing the Jail s capital outlay budget by \$2,550 00

SO ORDERED this the 5th day of March, 2010



PRESIDENT

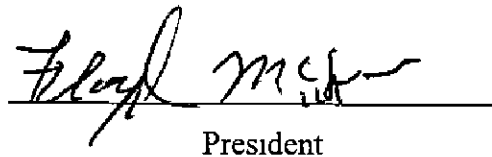
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an interfund loan of \$ 1,479 25 to fund #116, Volunteer Fire Insurance Rebate Monies Fund from fund #114, Volunteer Fire Fund

It appears to this Board that it is necessary to loan \$ 1,479 25 to fund #116, Volunteer Fire Insurance Rebate Monies Fund from fund #114, Volunteer Fire Fund in order for the fund to have a sufficient cash balance to cover the claims paid for the month of February 2010 in anticipation of receiving the Volunteer Fire Insurance Rebate reimbursement monies from the State of Mississippi

Therefore, after motion by Mr. Damm and seconded by Mr. Horton this Board doth vote unanimously to loan \$ 1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

SO ORDERED this the ^{5th}~~4th~~ day of March, 2010



President

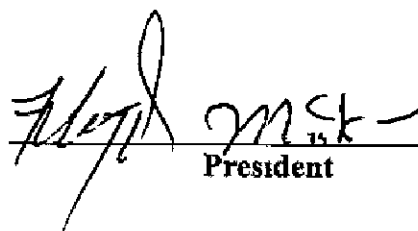
**IN THE MATTER OF TRANSFERRING INTEREST EARNED
FROM THE PAYROLL CLEARING CHECKING ACCOUNT
AND THE INSURANCE CLEARING CHECKING ACCOUNT**

There came on this day for consideration the matter of transferring interest earned from the payroll clearing checking account and the insurance clearing checking account

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$ 68 09 and in the insurance clearing checking account in the amount of \$ 81 37 and should be transferred to the General County Fund

This Board after motion by Mr. Horton and seconded by Mr. Lamm doth vote unanimously to transfer said amounts in the above referenced checking accounts to the General County Fund

SO ORDERED, this the 4th day of March, 2010



President

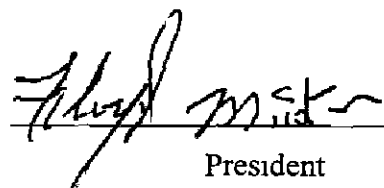
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of loaning \$ 12,528 78 to fund #097, Phone Assessment Fund from fund #001, General County Fund

It appears to this Board that it is necessary to loan \$ 12,528 78 to fund #097, Phone Assessment Fund from fund #001, General County Fund in order that the said fund will have a sufficient cash balance to cover the claims paid for the month of February 2010 in anticipation of receiving reimbursement from the PSIC grant through the MS Wireless Communications Commission

Therefore, after motion by Mr Davis and seconded by Mr Horton, this Board doth vote unanimously to loan \$ 12,528 78 from fund #001, General County Fund to fund #097, Phone Assessment fund until the PSIC grant funds are received

SO ORDERED this the ^{5th}4th day of March, 2010



President

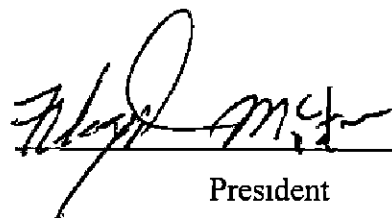
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an interfund loan of \$ 33 12 to fund #104, Law Library Fund from fund #001, General County Fund

It appears to this Board that it is necessary to loan \$ 33 12 to fund #104, Law Library Fund from fund #001, General County Fund in order for the fund to have a sufficient cash balance to cover the claims paid for the month of February 2010 Furthermore, it appears to this Board the fees coming in to the Law Library fund are not enough to cover the monthly expenditure for the on-line service provided in the Law Library and therefore an alternative plan should be implemented to adjust the services provided to the funds being received, if at all possible

Therefore, after motion by Mr. Davis and seconded by Mr. Lumm, this Board doth vote unanimously to loan \$ 33 12 from fund #001, General County Fund to fund #104, Law Library Fund

SO ORDERED this the ^{5th}~~4th~~ day of ^{March}~~February~~, 2010



President

IN THE MATTER OF TRANSFERRING CERTAIN FUNDS IN CLAY COUNTY, MS

There came on this day for consideration the matter of transferring \$ 6,032 51 from fund #400, Sanitation Fund to fund #001, General County Fund

It appears to this Board that there are certain costs that were incurred in Fund #001, General County Fund due to the operation of the Sanitation Department as outlined in Exhibit A. It further appears to this Board as outlined in Exhibit A, the total operating cost for the Sanitation Department represents 3 52% of the Total Governmental Operating Costs. When applying the 3 52% to the Total Governmental Allowable Expenses, the indirect cost of the fiscal year 2008 – 2009 computes to be \$ 6,032 51

After motion by Mr Horton and seconded by Mr Davis, this Board doth vote unanimously to transfer \$ 6,032 51 to the General County Fund from the Sanitation Fund

SO ORDERED, this the 5th day of March, 2010

Floyd McK...
President

Exhibit A

Clay County, MS
Schedule of Indirect Cost
September 30, 2009

Governemental Allowable Costs	Amount	G/L Account	Indirect Credit *
Supervisor (1)	40,400 04	001-100-400	1,422 16
Comptroller	43,975 00	001-101-407	1,548 00
County Auditor	5,300 04	001-101-448	186 57
County Treasurer	2,500 00	001-101-449	88 00
Purchasing			
Clerk	28,166 00	001-122-401	991 50
State Retirement	3,348 23	001-122-465	117 86
Social Security Matching	2,154 70	001-122-466	75 85
Group Insurance Matching	6,236 00	001-122-468	219 52
Unemployment Insurance	0 00	001-122-469	0 00
Inventory Control Clerk			
Clerk	24,390 00	001-123-401	858 57
State Retirement Matching	2,890 00	001-123-465	101 73
Social Security Matching	1,866 00	001-123-466	65 69
Group Insurance Matching	0 00	001-123-468	0 00
Unemployment Insurance	0 00	001-123-469	0 00
Receiving Clerk			
Clerk	8,487 00	001-124-401	298 76
State Retirement Matching	1,005 84	001-124-465	35 41
Social Security Matching	650 00	001-124-466	22 88
Group Insurance Matching	0 00	001-124-468	0 00
Unemployment Insurance	0 00	001-124-469	0 00
Total Governemental Allowable	<u>171,368 85</u>		<u>6,032 51</u>
Governemental Operating Costs			
General Fund	4,704,804 59		
Special Revenue Funds	3,960,273 20		
Capital Project Funds	496,445 99		
Enterprise Funds	<u>334,270 22</u>		
Total Governemental Operating Cost	<u>9,495,794 00</u>		
 Percentage to be Applied	 3 52%		
 Amount of Indirect Cost to be Applied to Enterprise Fund	 <u>6,032 51</u>		

* This credit is to be applied against each G/L account listed

NO _____

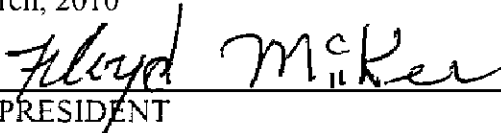
IN THE MATTER OF AUTHORIZING THE PAYMENT OF FINAL PAYMENT
TO BRUCE MASSEY CONSTRUCTION FOR THE CLAY COUNTY
AGRICULTURAL HIGH SCHOOL

There came on this day for consideration the matter of authorizing the payment of final payment to Bruce Massey Construction for the Clay County Agricultural High School

It appears to this Board that a final payment of \$6,567 35 has been approved by architect Pryor & Morrow for Phase II of the project PN2007108

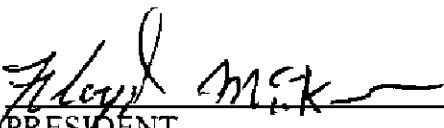
After motion by Mr Davis and second by Mr Horton this Board doth vote unanimously to authorize payment to Bruce Massey Construction in the amount of \$6 567 35 being final payment for the phase II of the Clay County Agricultural High School project

SO ORDERED this the 5th day of March, 2010



PRESIDENT

This Board doth hereby recess until 9 a m on March 25th, 2010



PRESIDENT

Application and Certificate for Payment

TO OWNER Clay Co Board of Supervisors FROM CONTRACTOR Bruce Massey Construction LLC PO 1293 Oxford Ms 38655	PROJECT Clay Co School Dist VIA ARCHITECT Pryor & Morrow	APPLICATION NO 5 PERIOD TO 2/1/10 CONTRACT FOR CONTRACT DATE PROJECT NOS 2007108 /	Distribution to OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
---	---	---	---

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract Continuation Sheet AIA Document G703 is attached

1 ORIGINAL CONTRACT SUM	\$	131,347 00
2 Net change by Change Orders	\$	0 00
3 CONTRACT SUM TO DATE (Line 1 ± 2)	\$	131 347 00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	131 347 00
5 RETAINAGE		
a <u>00</u> % of Completed Work (Column D + E on G703)	\$	0 00
b <u>00</u> % of Stored Material (Column F on G703)	\$	0 00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0 00
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	131,347 00
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	124 779 65
8 CURRENT PAYMENT DUE	\$	6,567 35
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0 00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0 00	\$ 0 00
Total approved this Month	\$ 0 00	\$ 0 00
TOTALS	\$ 0 00	\$ 0 00
NET CHANGES by Change Order	\$ 0 00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

CONTRACTOR Bruce Massey Construction LLC

By [Signature]
 State of MS

County of Lafayette

Subscribed and sworn to before me this 5th day of February 2010

Notary Public [Signature]
 My Commission expires 12/10/11



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents based on on site observations and the data comprising this application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

ARCHITECT

By [Signature] Date 02-26-10

This Certificate is not negotiable The AMOUNT CERTIFIED is payable only to the Contractor named herein Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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CAUTION You should sign an original AIA Contract Document on which this text appears in RED An original ensures that changes will not be obscured

From Bruce Massey Construction LLC
 Jobid. PHEBA Clay Co School Dist

Page no 2
 Application no 5
 Application date 2/1/10
 Period to 2/1/10
 Architect's Project No 2007108

B	C	D	E	F	G	H	I	
Description of Work	Scheduled Value	Work Completed Previous Application	Work Completed This Period	Materials Stored (not in D or E)	Total Completed and Stored to Date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage
02220 Demolition	15 000 00	15 000 00	0 00	0 00	15 000 00	100	0 00	0 00
2 06100 Carpentry	13 000 00	13 000 00	0 00	0 00	13 000 00	100	0 00	0 00
3 07920 Joint Sealants	5 000 00	5 000 00	0 00	0 00	5 000 00	100	0 00	0 00
4 Division 8 Doors & Window	65 000 00	61 000 00	0 00	4 000 00	65 000 00	100	0 00	0 00
5 09910 Painting	5 000 00	5 000 00	0 00	0 00	5 000 00	100	0 00	0 00
6 Division 10 Specialties	2 000 00	2 000 00	0 00	0 00	2 000 00	100	0 00	0 00
7 Division 15 Mechanical	11 500 00	11 500 00	0 00	0 00	11 500 00	100	0 00	0 00
8 Division 16 Electrical	12 000 00	12 000 00	0 00	0 00	12 000 00	100	0 00	0 00
9 Drywall	2 847 00	2 847 00	0 00	0 00	2 847 00	100	0 00	0 00
Totals	131 347 00	127 347 00	0 00	4 000 00	131 347 00	100	0 00	0 00

552

