

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 16th day of August, 2010, at 9 00 o'clock a m , and present were, Floyd McKee, President of the Board, R B Davis, Vice-President, Shelton Deanes, 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 TO EXTEND A
CONTRACT CHANGE ORDER FOR CLAY COUNTY INDUSTRIAL ACCESS AND
STAGING AREA AND APPROVING SAME

There came on this day for consideration the matter of authorizing the President to extend a contract change order for Clay County Industrial Access and staging area and approving the same

It appears that an overrun occurred in the above referenced project which was the Small Municipalities Grant Artex Paving project Said overrun was \$6,790 42 for asphalt

After motion by Mr Davis and second by Mr Horton this Board doth vote unanimously to approve said Contract Change Order for \$6,790 42

SO ORDERED this the 16th day of August, 2010


PRESIDENT

CONTRACT CHANGE ORDER

ORDER NO 1
DATE July 30, 2010
COUNTY Clay
STATE MS

CONTRACT FOR Clay County Industrial Access and Staging Area (CSE #209100)

OWNER Clay County Board of Supervisors, P O Box 815, West Point, MS 39773

TO APAC—Mississippi, Inc , 462 Lake Norris, Columbus MS 39702

You are hereby requested to comply with the following changes from the contract plans and specifications

Description of Changes	DECREASE	INCREASE
SEE ATTACHED LIST OF OVERRUNS AND UNDERRUNS		\$ 6,790 42
	TOTALS	\$ 6,790 42
	NET CHANGE CONTRACT PRICE	\$ 6 790 42

JUSTIFICATION Adjust Contract to As-built Amounts

The amount of the Contract will be increased by the Sum Of Six Thousand Seven Hundred Ninety and 42/100 dollars (\$6 790 42)

The contract total including this and previous Change Orders Will Be Sixty-nine Thousand Seven Hundred Twenty-three and 42/100 dollars (\$69 723 42)

The Contract Period Provided for Completion Will Be unchanged calendar days

This document will become a supplement to the contract and all provisions will apply hereto

Requested Floyd J. McK... (Owner) 8/16/10 (Date)

Recommended John Green (Engineer) 8-5-2010 (Date)

Accepted Richy... (Contractor) 8-3-2010 (Date)

APAC MS
462 LAKE NORRIS RD
COLUMBUS MS

CLAY COUNTY INDUSTRIAL ACCESS
CSE# 209100
List of Overruns and Underruns

<u>NUMBER</u>	<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>CONTRACT QUANTITY</u>	<u>CONTRACT AMOUNT</u>	<u>AS BUILT QUANTITY</u>	<u>AS BUILT AMOUNT</u>	<u>OVERRUN</u>	<u>UNDERRUN</u>
S 403 A	HOT MIX ASPHALT ST 9 5 mm(OVERLAY)	TON	\$ 91 00	664	\$ 60 424 00	738 62	\$ 67 214 42	\$ 6 790 42	\$
S 408-A	ASPHALT FOR PRIME COAT (EA 1 or MC 70)	GALLON	\$ 6 50	386	\$ 2 509 00	386	\$ 2 509 00	\$	\$
		TOTAL			\$ 62 933 00		\$ 69 723 42	\$ 6 790 42	\$


603

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO
EXECUTE A LEASE WITH LONG BRANCH COMPANY, INC

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

After motion by Mr Horton and second by Mr Deanes this Board doth vote unanimously to authorize the President to execute the attached lease with Long Branch Company, Inc marked as exhibit A and to approve and confirm same

SO ORDERED this the 16th day of August, 2010



PRESIDENT

LEASE

THIS AGREEMENT of lease made and entered into on this the 16th day of August, 2010, by and between Clay County Mississippi, acting by and through its Board of Supervisors, hereinafter referred to as Lessor, and Long Branch 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

A parcel of land located in the Southeast Quarter of Section 2, Township 17 South, Range 6 East Clay County Mississippi being more particularly described as follows

Commencing at the point of intersection of the west right-of-way line of Old Aberdeen Road (Eshman Avenue) with the south boundary of above said Section 2 run thence North 00 degrees 39 minutes 40 seconds East along said west right-of-way line 1770 5 feet to the intersection of said west right of-way line with the south right-of-way line of Industrial Access Road, thence run North 89 degrees 38 minutes 11 seconds West along the south right-of-way line of Industrial Access Road 1003 6 feet to an existing iron pin located at the northeast corner of the Edward Todd property as described in Deed Book 222 at page 253 in the records of the Chancery Clerk of Clay County Mississippi thence run South 00 degrees 37 minutes 03 seconds West 565 54 feet to an iron pin at the Point of Beginning for this description Run thence South 00 degrees 37 minutes 03 seconds West 245 00 feet to an existing iron pin, thence run North 89 degrees 38 minutes 11 seconds West 210 00 feet to an iron pin, thence run North 00 degrees 37 minutes 03 seconds East 245 00 feet to an iron pin thence run South 89 degrees 38 minutes 11 seconds East 210 00 feet to the point of beginning, containing 1 18 acres, more or less

TOGETHER WITH an easement for the purpose of ingress/egress being a strip of land 30 feet in width, lying 15 feet on each side of the following described centerline Commencing at the point of intersection of the west right-of-way line of Old Aberdeen Road (Eshman Avenue) with the south boundary of above said Section 2 run thence North 00 degrees 39 minutes 40 seconds East along said west right-of-way line 1770 5 feet to the intersection of said west right-of-way line with the south right-of-way line of Industrial Access Road, thence run North 89 degrees 38 minutes 11 seconds West along the south right-of-way line of Industrial Access Road 1003 6 feet to an existing iron pin located at the northeast corner of the Edward Todd property, as described in Deed Book 222 at page 253 in the records of the Chancery Clerk of Clay County Mississippi, thence run North 89 degrees 13 minutes 11 seconds West along

Exhibit A

605

said right-of-way 15 0 feet to the Point of Beginning for the easement centerline thence run South 00 degrees 37 minutes 03 seconds West 565 6 feet to the end of the easement centerline

Said lease is made on the following terms conditions and covenants

1 The term of the lease shall be for a period of 151 months beginning September 1 2009 and ending on April 1 2022

2 Lessee shall pay rent at the rate of \$1,200 00 per month with the first payment being payable on September 1, 2009, and a like amount each month thereafter until February 1 2022 and a final payment on March 1 2022, in the amount of \$981 70 It is the intention of the parties hereto that the amount of the rent for this lease be an amount sufficient to pay the Lessor an amount equivalent to the repayment of a \$141,334 87 loan at four (4%) per cent annual interest for a period of 151 months

3 It is agreed that at the expiration of the term of this lease the Lessee shall have an option for a period of thirty (30) days to purchase the leased premises and equipment for the sum of One Hundred (\$100 00) Dollars to be paid to Clay County Mississippi, at the Clay County Mississippi Chancery Clerk's Office

4 Lessee contracts and agrees to use the leased premises as a manufacturing facility and any uses reasonably necessary to conduct a manufacturing facility on said premises Any other use of the leased premises other than as a manufacturing facility and incidental uses related thereto must be approved by Lessor in writing prior to using the leased premises for said purposes Lessee further contracts and agrees that Lessee will maintain employment at the level of ten (10) full-time employees The term full-time employee for the purposes of this lease shall be defined as an employee being paid at least thirty (30) hours of pay per week Lessee also contracts and agrees that the Lessee will not cease manufacturing for a period of more than six (6) months during any one-year period

5 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 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

6 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

7 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

8 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

9 Lessor and Lessee agree that in the event of damage to or destruction of the building or buildings or leased equipment upon the premises herein leased from casualty covered by insurance required 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 factory structure thereof or the leased equipment is, by reason of the occurrence of such casualty so insured against, rendered totally or partially untenable, meaning that manufacturing operations are impractical or are substantially impeded, the Lessee's obligation for payment of rentals during the term shall not be affected by such period of untenability as herein defined.

10 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 and equipment 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.

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

12 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.

13 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 and equipment 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 an original on this, the 16th day of August, 2010

CLAY COUNTY, MISSISSIPPI

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

Attest,
HARMON A. ROBINSON
HARMON A. ROBINSON, CLERK,
BOARD OF SUPERVISORS OF
CLAY COUNTY, MISSISSIPPI

My Commission Expires
1st Monday, 2012

LONG BRANCH COMPANY INC

By Edward F. Todd, Jr.
EDWARD F. TODD, JR., PRESIDENT

Binda D. Biley
_____, SECRETARY

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 16th day of August, 2010

(SEAL)

My Commission Expires
My Commission Expires
1st Monday 2012

Harmon A Robinson
Notary Public
Deborah M. Mc

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 Edward F Todd who acknowledged that he is President of Long Branch Company, Inc and Ronda D Felley who acknowledged being Secretary of Long Branch Company, Inc that for and on behalf of the said company, 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 company so to do

Given under my hand and official seal, this, the 16th day of August 2010

(SEAL)

My Commission Expires
My Commission Expires
1st Monday, 2012

Harmon A Robinson
Notary Public
Deborah M. Mc

NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO
EXECUTE A CONTRACT WITH NACO FOR THE DRUG PRESCRIPTION CARD

There came on this day for consideration the matter of authorizing the President of this Board to execute a contract with NACO for the Drug Prescription Card.

After motion by Mr Deanes and second by Mr Lummus this Board doth vote unanimously to authorize the President of this Board to execute the attached contract marked as exhibit A

SO ORDERED this the 16th day of August, 2010



PRESIDENT

**This checklist is not part of the NACo contract, however, please return it with your signed contract *
*Incomplete or incorrect checklists will delay implementation of the program**

NACo Prescription Drug Program checklist

County Name/State Clay Date contract returned to NACo August 18, 2010

1 Who is the ONE contact person in the county with whom we may communicate about this program?

Name and title Harmon A. Robinson, Chancery Clerk

Address (w/ City, State, Zip) P. O. Box 815

Phone 662-494-3124 Fax 662-492-4059

E mail (We must have your e-mail address!) aberry@claycounty.ms.gov

2 What is your county s anticipated start up/rollout date for the program? November 1, 2010

PLEASE NOTE CURRENT START UP TIME IS 8-10 WEEKS FROM THE TIME THE CONTRACT IS RETURNED TO NACo Please plan your county s roll out of the program accordingly

3 Please choose a design for your discount cards (**YOU MUST CIRCLE ONE**)

A County Name (State Abrv)

B County NameRx

C Logo/Seal on cards (with County Name or County NameRx)

If you choose to have a logo/seal, be sure to e-mail a black and white logo/seal to ralph.frissore@caremark.com Please put ("County Name - LOGO") in the subject line.

4 What is your county's population? 21,979

Will you be needing cards and posters in Spanish? No

5 Please provide a street address for delivery of cards Cards will be sent via UPS Ground **NO P O BOXES!**

205 Court St, West Point, MS 39773

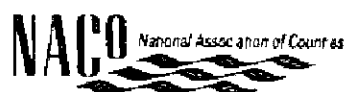
6 What is your county s web address (if available)? claycountyms.com

Will this program have its own page? (Please provide) yes

What number would county residents call to pick up a card? 494-3124 or 494-3313

Notes

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CAREMARKPCS HEALTH, L.P
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective _____
is entered into by and between CaremarkPCS Health, L.P ("Caremark") and CLAY COUNTY
MISSISSIPPI

(Member County") Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of May 15 2008 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (Anti-Kickback Statute), or the federal "Stark Law," set forth at 42 U.S.C. § 1395mm ("Stark Law") with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby

NATIONAL ASSOCIATION OF COUNTIES

By _____
Title _____
Date _____

CAREMARKPCS HEALTH, L.P
By CaremarkPCS Health Systems, LLC, its
General Partner

By _____
Title _____
Date _____

MEMBER COUNTY

CLAY COUNTY MISSISSIPPI
[County Name]

By [Signature]

Title PRESIDENT BOARD OF SUPERVISORS

Date AUGUST 16, 2010

NO _____

IN THE MATTER OF ACCEPTING A ONE HALF (½) INTEREST IN A PERPETUAL
EASEMENT TO THE FORMER TVA OFFICE BUILDING NOW HOUSING EAST
MISSISSIPPI COMMUNITY COLLEGE

There came on this day for consideration the matter of accepting a one-half (½) interest in a perpetual easement to the former TVA Office Building now housing East Mississippi Community College

It appears to this Board that the City of West Point Mississippi owns a permanent easement to property owned by the Tennessee Valley Authority and that the property is being occupied by EMCC under an interlocal arrangement between Clay County Mississippi, West Point Mississippi, and East Mississippi Community College, and

It appears to this Board that it would benefit Clay County by accepting a one half (½) interest in the permanent easement as recorded in Deed Book 251 page 35 in the Clay County Mississippi Chancery Clerk's Office

After motion by Mr Horton and second by Mr Davis this Board doth vote unanimously to accept from the City of West Point Mississippi a one half (½) interest in the permanent easement to the property as set out in the Grant of Interests in Permanent Easement attached hereto as exhibit A

SO ORDERED this the 16th day of August, 2010


PRESIDENT

GRANT OF INTERESTS IN PERMANENT EASEMENT

FOR AND IN CONSIDERATION of good and valuable consideration, the CITY OF WEST POINT, MISSISSIPPI (sometimes hereinafter referred to as "GRANTOR"), does hereby sell, transfer and convey unto CLAY COUNTY, MISSISSIPPI and WEST POINT MISSISSIPPI, as tenants in common the easement described in Exhibit 'B attached hereto and shown on Exhibit "C , attached hereto

The GRANTOR has the authority to make this conveyance regarding the permanent easement pursuant to express written consent from the Tennessee Valley Authority (hereinafter TVA) as set forth in that letter dated January 14, 2008 from Daisy A Snipes, Manage of Realty Services of TVA to Paul McKay, Chief Administrative Officer of the CITY OF WEST POINT MISSISSIPPI The letter is attached hereto as Exhibit "A

This easement grant is expressly conditioned upon the agreement of and equal performance by CLAY COUNTY, MISSISSIPPI of each and every condition and obligation imposed upon the CITY OF WEST POINT, MISSISSIPPI by TVA in the instrument entitled "GRANT OF PERMANENT EASEMENT" which was filed in the Office of the Chancery Clerk of Clay County Mississippi on March 21, 2006 and is duly recorded in Deed Record 251, pages 35 through 44 maintained in the Office of the Chancery Clerk of Clay County, Mississippi Said conditions and obligations include, among other things, as consideration for this conveyance, and obligation upon CLAY COUNTY, MISSISSIPPI to satisfy one-half or Five Thousand Dollars (\$5 000 00) of each of the annual installment payments of Ten Thousand Dollars (\$10 000 00) due to TVA from the CITY OF WEST POINT MISSISSIPPI beginning in the calendar year

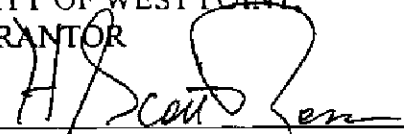
EXHIBIT A

2007 as set forth in the GRANT OF PERMENENT EASEMENT referenced in this paragraph, at Deed Record 251 page 42

WITNESS the signature of the Grantor, by and through its authorized representative, this the 10th day of ~~July~~ ^{August}, 2010

CITY OF WEST POINT
GRANTOR

BY

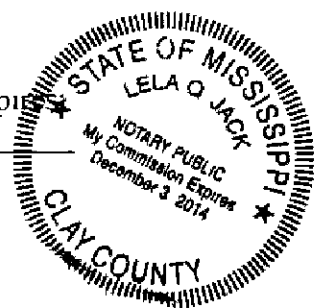

H SCOTT ROSS, MAYOR

STATE OF MISSISSIPPI
COUNTY OF CLAY

PERSONALLY appeared before me, the undersigned authority within said county and state on this 10th day of ~~July~~ ^{August}, 2010, with my jurisdiction, the within named City of West Point by and through H Scott Ross, its Mayor who acknowledged before me that he executed the above and foregoing Grant of Interests in Permanent Easement


NOTARY PUBLIC

My Commission Expires _____



GRANTOR

City of West Point
Post Office Box 1117
West Point MS 39773
Telephone (662) 494-2573

GRANTEES

City of West Point
Post Office Box 1117
West Point MS 39773
Telephone (662) 494-2573

Clay County, Mississippi
Post Office Box 815
West Point, MS 39773
Telephone (662) 494-3124

Indexing Instructions

Index in the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 34 Township 16 South, Range 6
East Clay County Mississippi

Prepared by Hon Lee S Coleman
Clay County Board Attorney
Post Office Box 226
West Point, MS 39773
Telephone (662) 494-4893



Tennessee Valley Authority 1701 Market Street Chattanooga, Tennessee 37402 2801

January 14 2008

Mr Paul McKay
Chief Administrative Officer
City of West Point
P O Box 1117
West Point Mississippi 39773

Dear Mr McKay

TVA TRACT NO XWPAH-2E

On April 19 2004 the United States of America, acting by and through the Tennessee Valley Authority (TVA) and the City of West Point Mississippi (City) entered into a Grant of Permanent Easement. The City has requested that TVA consent to the conveyance by the City to Clay County, Mississippi, of an undivided one half interest in that permanent easement. Section 2 E of the Grant of Permanent Easement provides that the City shall not convey the permanent easement granted therein unless [the City] has secured written permission from TVA prior to such conveyance and further provides that [a]ny such conveyance granted or issued by [the City] without first obtaining the prior written consent of TVA shall be void and of no effect "

Pursuant to Section 2 E of the Grant of Permanent Easement, TVA hereby consents to the future conveyance by the City to Clay County Mississippi, of an undivided one-half interest in said permanent easement provided, however that this consent shall not be construed as a waiver of any of TVA s rights against the City under the Grant of Permanent Easement or as a waiver or release of any obligation or liability of the City under the Grant of Permanent Easement, including without limitation the City s obligation to make annual installment payments pursuant to Section 1 B of the Grant of Permanent Easement

Sincerely

Daisy A. Stipes
Manager
Realty Services

PRINTED ON RECYCLED PAPER

Exhibit A

TVA TRACT NO XWPAH-2E

EXHIBIT B
TO
GRANT OF PERMANENT EASEMENT

A parcel of land located in the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 34 Township 16 South Range 6 East, County of Clay State of Mississippi on the east side of U S Highway No 45 as shown on US-TVA drawing No MW 8449 Sheet 1 of 1 Revision 0, and being more particularly described as follows:

Beginning at a point in the east right-of-way line of US Highway No 45W and the south right-of-way line of a county road said point being an iron pin and the northwest corner of the West Point, Mississippi Power Service Center property thence leaving said US Highway 45W right-of-way and the point of beginning and with the northern property line of the herein described parcel S85 48 E 551.7 feet to a point said point being an iron pin and the northeast corner of said Power Service Center property and the herein described parcel thence leaving said county road right-of-way and with the eastern property line of said Power Service Center property and the herein described parcel S4 12'W 400.0 feet to a point, said point being an iron pin and the southeast corner of said Power Service Center property and the herein described parcel thence leaving said eastern property line and with the southern property line of the herein described parcel N65 48 W 349.5 feet to a point in the east right-of-way line of said Highway 45W said point being an iron pin lying N22 37'W 2 423 feet from a point in the southern line of Section 34 said section line point lying N69 47'W 3 328 feet from the southeastern corner of Section 34 Township 16 South Range 6 East, thence leaving said southern property line of the herein described parcel and with the western property line of said parcel N22 37'W 448.2 feet to the point of beginning and containing 4 14 acres more or less

The bearings given in the above description are based on True North

The above-described land is subject to the following

Rights-of-way for a highway easement to the State of Mississippi Department of Transportation (US-TVA Tract XWPAH-1H, 0.01 acre more or less)

This description was prepared from the maps and records of

Tennessee Valley Authority
Missionary Ridge 4B
1101 Market Street
Chattanooga Tennessee 37402 2801

Subject property was acquired by the United States of America by virtue of the Warranty Deeds dated February 6 1960 and February 5 1962 from John L Morris and wife Pauline J Morris of record in Book of Deeds Volume 90 page 287 and Book of Deeds Volume 95 page 16 respectively in the office of the Chancery Court Clerk of Clay County Mississippi (TVA Tract Nos WPAH-1 and WPAH 2)

Index in the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 16 South, Range 6 East, Clay County, Mississippi

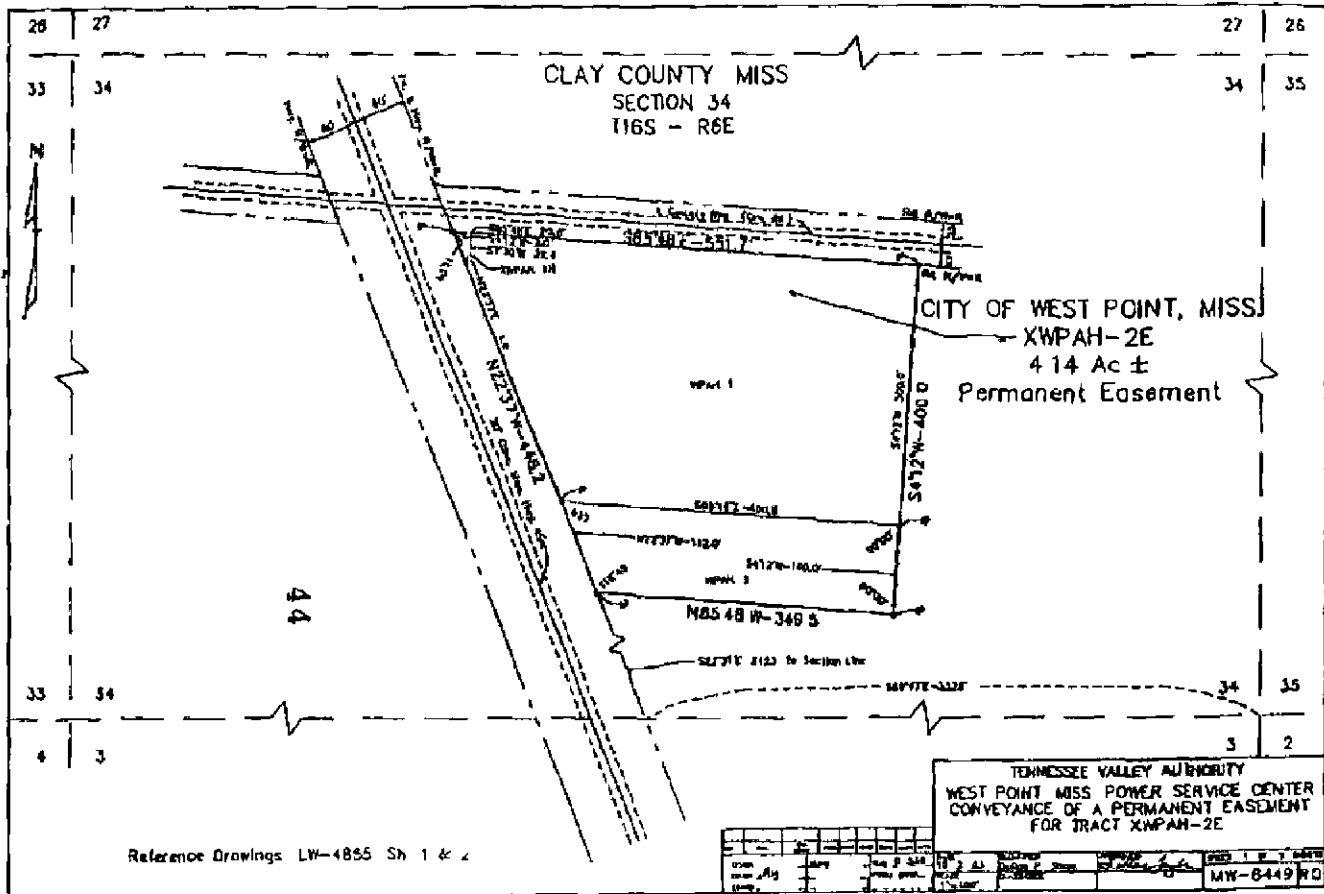
01/21/04z1
date recorded 12/1/04

exhibits

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EXHIBIT C

620



WITGARD 106
V.03 5/8/78

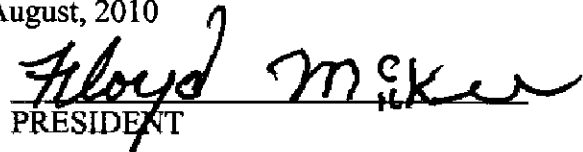
IN THE MATTER OF MOVING INTO EXECUTIVE SESSION

Mr Horton made a motion to discuss an expansion of an existing business under Section 2541-7 (3)(g) of the *Mississippi Code 1972* Mr Lummus recorded the motion and a unanimous vote was taken after called for by the President

The Board moved into executive session

Mr Lummus made a motion to return to open session and Mr Deanes seconded the motion A unanimous vote was taken to return to open session, and there being no discussion a vote was taken on the subject considered in closed session the Board moved to the next item of business

SO ORDERED this the 16th day of August, 2010


PRESIDENT

IN THE MATTER OF A PERMIT APPLICATION FOR A UTILITY EASEMENT

There came on this day for consideration the matter of a permit application for a utility
easement.

This Board doth vote unanimously to approve the attached permit application of AT&T
at Lake Home Road, which has been approved by the County
Engineer Robert Calvert.

SO ORDERED, this the 16th day of August, 2010

Floyd J. McKee
PRESIDENT

FORM-SAD ROW-U2

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR
THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN ROAD OR HIGHWAY RIGHT OF-WAY

FACILITY ALONG OR ACROSS Lake Grove Rd COUNTY ROAD

PROJECT NO 07U00143N COUNTY OF CLAY

UTILITY NAME AT&T Mississippi BY AT&T Mgr Png & Design (Company Title)

ADDRESS 1002 Main St Columbus, Ms 39701 herein called APPLICANT, Proposes to construct Buried Utility Facility Along or across Lake Grove Rd (Name of Road) County road, said facility to be installed between Sta Hwy 47 and Sta. Harper Rd of Project No 07U00143N and within road or highway right-of-way, and hereby makes application to the County for the construction permit. Attached hereto are drawings or plans for the construction which will not be changed or altered without approval of the Board of Supervisors, or its authorized representative

WHEREAS, the legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across, under, over and along public highways and streets within the State of Mississippi, Applicant agrees to comply with the applicable provisions of S O P No SAD II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Highways (hereinafter referred to as the "Policy"), promulgated by the State Aid Engineer and dated January 1, 1983, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specification for the Project.

The Applicant shall be responsible for future maintenance and repair of the facilities. The Applicant shall make future adjustment in, or relocate, the facilities located within road or highway right-of-way when required for highway widening or other highway construction, and its right to reimbursement of its costs, if any, shall be in accordance with State law in effect at the time such adjustment or relocation is made. Further, any maintenance, repair or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic.

623

FORM-SAD ROW-U2

A general description of the size, type, nature, and extent of the Utility work to be done is as follows

Place a buried 48 fiber cable from the Northern MDOT Right-of-way, of Hwy 47 N, approximately 250ft north along the East side of Lake Grove Rd to an existing remote terminal just South of Harper Rd

The Applicant understands and agrees that, except as herein granted, no right title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not place within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this application.

The Applicant further understands that the Utility's engineering, plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans

Clay County agrees to the following stipulations

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location construction and maintenance of the County Highway and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards except to the extent of any variance shown on the plans filed herewith and approved are complied with in the facility installation
- (3) If the County Engineer or other authorized representative of the Board of Supervisors approved the drawings sketches and plans submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application and the Applicant may proceed with the installation, if the drawings sketches and plans are not approved he shall promptly notify the Applicant, and advise it of the reason or reasons He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation
- (4) That all joint highway construction and utility adjustment or relocation operations will comply with the requirements of Section S-105 06 and Section S 107 18 Mississippi Standard Specifications for State Aid Road and Bridge Construction, 1989 edition (or current edition)
- (5) Should any term or provision of this Applicant Agreement conflict with the law of the State of Mississippi the Mississippi Constitution or the United States Constitution, or impair or deny to the Applicant or the County any right protected thereby it shall be deemed amended to conform to said law or Constitution

624

WITNESS the signature of the Applicant this the 10th day of August, 2010

By [Signature]
Title AT&T Mgr Png & Design

AGREED TO AND APPROVED BY

Clay COUNTY

BOARD OF SUPERVISORS

By Robert L. Abbott
County Engineer

8/14/2010
(month) (day) (year)

BY ORDER OF THE BOARD OF SUPERVISORS Dated the 16th Day of August
19/20 10, of Clay County, Mississippi The permit for the
installation or adjustment of the utility applied for above is granted

625

IN THE MATTER OF A PERMIT APPLICATION FOR A UTILITY EASEMENT

There came on this day for consideration the matter of a permit application for a utility easement.

This Board doth vote unanimously to approve the attached permit application of AT&T
Cedar Bluff-Hebron Road, which has been approved by the County
Engineer Robert Calvert.

SO ORDERED, this the 16th day of August, 2010

Floyd MCK
PRESIDENT

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR
THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN ROAD OR HIGHWAY RIGHT-OF-WAY

FACILY ALONG OR ACROSS Cedar Bluff-Hebron Rd COUNTY ROAD

PROJECT NO _____ COUNTY OF _____

UTILITY NAME AT&T BY Mrg OSP Plng & Dsgn (Company Title)

ADDRESS 1002 Main St, Columbus, MS 39701 herem called APPLICANT Proposes to
construct telecommunications Utility Facility Along or across Cedar Bluff-Hebron Rd
(Name of Road) County road said facility to be installed between Sta _____ and Sta _____ of
Project No _____ and within road or highway right-of-way and hereby makes application to the
County for the construction permit Attached hereto are drawings or plans for the construction
which will not be changed or altered without approval of the Board of Supervisors or its
authorized representative

WHEREAS, the legislature of Mississippi has heretofore granted to the Applicant the
right to locate its facilities upon across, under over and along public highways and streets within
the State of Mississippi, Applicant agrees to comply with the applicable provisions of S O P No
SAD II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of
County Federal Aid and State Aid Highways (hereinafter referred to as the "Policy")
promulgated by the State Aid Engineer and dated January 1, 1983, and which is hereby made a
part of this Application Agreement and agrees to perform the construction according to the
applicable industry code and according to the plans and specification for the Project

The Applicant shall be responsible for future maintenance and repair of the facilities
The Applicant shall make future adjustment in, or relocate, the facilities located within road or
highway right-of-way when required for highway widening or other highway construction, and its
right to reimbursement of its costs, if any shall be in accordance with State law in effect at the
time such adjustment or relocation is made Futher any maintenance, repair or construction shall
be done in such a manner as to occasion no unreasonable interference with the normal flow and
safety of traffic

627

FORM-SAD ROW U2

A general description of the size type nature, and extent of the Utility work to be done is as follows

Place approximately 20 000 buried fiber cable beginning aerial at the intersection of Hwy 50 and Cedar Bluff Hebron Rd The fiber will be buried/bored following along the east side of the road with the public ROW terminating in a handhole to be place at existing remote Terminal site

The Applicant understands and agrees that except as herein granted, no right title claim or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not place within the allowable horizontal and vertical limits as listed in the general provisions of the Policy, it will be adjusted to comply with same without cost to the County unless the variance from the Policy has been approved by the granting of the Permit pursuant to this application

The Applicant further understands that the Utility s engineering plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans

Clav County agrees to the following stipulations

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location construction and maintenance of the County Highway and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards except to the extent of any variance shown on the plans filed herewith and approved are complied with in the facility installation
- (3) If the County Engineer or other authorized representative of the Board of Supervisors approved the drawings sketches and plans submitted by the Applicant he shall so indicate by signing and dating the Permit Approval at the end of this Application and the Applicant may proceed with the installation if the drawings sketches and plans are not approved he shall promptly notify the Applicant and advise it of the reason or reasons He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation
- (4) That all joint highway construction and utility adjustment or relocation operations will comply with the requirements of Section S 105 06 and Section S 107 18 Mississippi Standard Specifications for State Aid Road and Bridge Construction 1989 edition (or current edition)
- (5) Should any term or provision of this Applicant Agreement conflict with the law of the State of Mississippi the Mississippi Constitution or the United States Constitution or impair or deny to the Applicant or the County any right protected thereby it shall be deemed amended to conform to said law or Constitution

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WITNESS the signature of the Applicant this the 13 day of August 2010

By *Karen L. Best*
Title **Mgr OSP Plog & Dsgn**

AGREED TO AND APPROVED BY

Clay COUNTY

BOARD OF SUPERVISORS

By *Robert L. Cabert*
County Engineer

8/16/2010
(month) (day) (year)

BY ORDER OF THE BOARD OF SUPERVISORS, Dated the 16th Day of August
19/20 10, of *Clay* County, Mississippi The permit for the
installation or adjustment of the utility applied for above is granted

629

IN THE MATTER OF STRIKING A TAX SALE FOR PARCEL 073 18 0240600 OF
VICTOR AND IRENE AVANT FOR 2007 AND 2008 COUNTY TAX SALE

There came on this day for consideration the matter of striking a tax sale for parcel 073 18 0240600 of Victor and Irene Avant for 2007 and 2008 County Tax Sale

It appears to this Board that the sale of the above referenced parcel assessed to Victor and Irene Avant for 2007 and 2008 taxes was in error and should not have occurred because the mobile home structure on said property had been removed in 2006, and

It appears that by authority of Section 27-73-7 of the *Mississippi Code of 1972* this Board has authority to order the Tax Collector, Teretha Rupert to refund to Symbionic Partners LLC, the purchaser at the 2008 tax sale, \$ 60.⁸⁵ being the amount of taxes on the mobile home and Bennett Hills, the purchaser at the 2009 tax sale, \$ 120.⁶¹ being the amount of taxes on the mobile home Said refund to be made by the Clay County Tax Collector out of monies collected by her and deducted from her next settlement in September 2010

It also appears that the two (2) acres of land shall remain delinquent for the 2007 and 2008 tax year until redeemed in the Chancery Clerk's Office

After motion by MR Horton and second by Mr Davis this Board doth vote unanimously to strike the 2008 and 2009 tax sale of said property for the mobile home only, but require the owners Victor and Irene Avant to pay the taxable value of the two acres in parcel 073 18 0240600 for the 2007 and 2008 tax year

SO ORDERED this the 16th day of August, 2010


PRESIDENT

IN THE MATTER OF STRIKING A TAX SALE FOR PARCEL 023 04 0040400
BELONGING TO BONNIE COLEMAN AND FRANK STEEL FOR 2008 COUNTY
TAX SALE

There came on this day for consideration the matter of striking a tax sale for parcel 023 04 0040400 belonging to Bonnie Coleman and Frank Steel for ²⁰⁰⁹~~2008~~ County Tax Sale

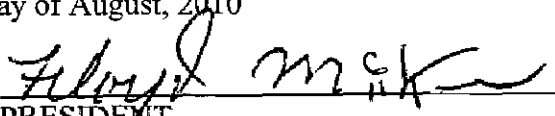
It appears to this Board that the sale of the above referenced parcel assessed to Bonnie Coleman and Frank Steel for 2008 taxes was in error and should not have occurred because the mobile home structure on said property had burned in 2006, and

It appears that by authority of Section 27-73-7 of the *Mississippi Code of 1972* this Board has authority to order the Tax Collector, Teretha Rupert to refund to West Kemper Farms, Inc , the purchaser at the 2009 tax sale, \$322 16 being the amount of taxes on the mobile home Said refund to be made by the Clay County Tax Collector out of monies collected by her and deducted from her next settlement in September 2010

It also appears that the taxes on the one (1) acre of land shall remain delinquent for the 2008 tax year until redeemed in the Chancery Clerk's Office

After motion by Mr Horton and second by Mr Davis this Board doth vote unanimously to strike the 2009 tax sale of said property for the mobile home only, but require the owners Bonnie Coleman and Frank Steel to pay the taxable value of the one acre in parcel 023 04 0040400 for the 2008 tax year

SO ORDERED this the 16th day of August, 2010



PRESIDENT

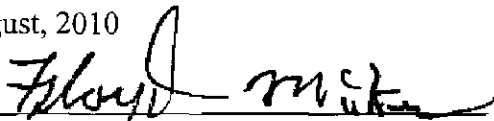
IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE A
CONTRACT WITH FAIR PROPANE GAS SYSTEMS, INC

There came on this day for consideration the matter of authorizing the President to execute a contract with Fair Propane Gas Systems, Inc

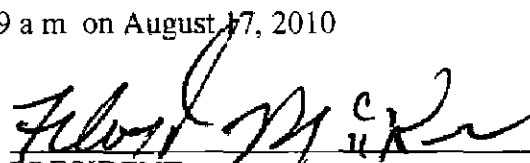
It appears that it would benefit Clay County to enter into contract with Fair Propane Gas Systems, Inc to purchase propane at specified locations as spelled out in the contract for a period ending March 31, 2012 See attached exhibit A

After motion by Mr Horton and second by Mr Davis this Board doth vote unanimously to approve the contract with Fair Propane Gas Systems, Inc and authorize the President to execute same See attached exhibit A

SO ORDERED this the 16th day of August, 2010


PRESIDENT

This Board doth vote to recess until 9 a m on August 17, 2010


PRESIDENT

FAIR PROPANE GAS SYSTEMS, INC.

P O Box 826

228 West Main Street

Louisville, MS 39339

www.thefaircompanies.com

662-773-7181 phone

August 16, 2010

Contract

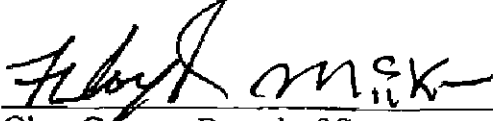
- Customer Clay County Board of Supervisors
- Gallons Approximately 5000 gallons per year or needed gallons for use at locations listed below
- Term August 1, 2010-March 31, 2012
- Price 1 699/gallon plus applicable fees and taxes
- Locations (5) - Districts
(5) - Voting Precincts
(2) - Radio Towers
(1) - Sheriff Department

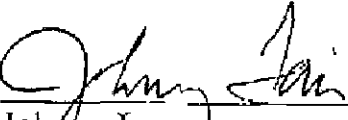
Additional

- Tanks will be rented for \$25/year per tank Rental amount is due within 30 days of installation
- Payment terms will be net 30 days
- Prices quoted above are for keep full on route delivery Two days per month, Fair propane will check and fill all tanks in above locations Additional charges may apply for special deliveries
- Customers agree to purchase all gas exclusively from Fair Propane for contract period
- A tank rental agreement must be signed for each tank
- Fair Propane will connect tanks and conduct a gas check of the propane system according to LCC Regulations at no additional cost to customer

- Any service work needed to get customer's system in compliance with LCC regulations will be billed at Fair Propane regular service rates
- Any regulators found out of date will be changed and billed at Fair Propane's regular and normal rates for equipment and labor
- Clay County Board of Supervisors will furnish Fair Propane an address list for tank location and a contact person for each tank

Signatures

 8/16/10
 Clay County Board of Supervisors (DATE)
 Customer

 8/16/10
 Johnny Fair (DATE)
 Fair Propane

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 17th day of August, 2010, at 9 00 o'clock a m , and present were, Floyd McKee, President of the Board, R B Davis, Vice-President, Shelton Deanes, 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 COOPERATIVE AGREEMENT WITH TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT FOR THE TOWN CREEK PROJECT

There came on this day for consideration the matter of authorizing the President of this Board to execute a cooperative agreement with Tombigbee River Valley Water Management District for the Town Creek Project

After motion by Mr Lummus and second by Mr Davis this Board doth vote unanimously to authorize the President to execute the Cooperative Agreement for the Town Creek Project

SO ORDERED this the 17th day of August, 2010


PRESIDENT

This Board doth recess until 9 a m on August 19, 2010


PRESIDENT

LOCAL COOPERATION AGREEMENT
TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT
AND
CLAY COUNTY

DESCRIPTION OF PROJECT

Clean out of Town Creek located in Section 22, Township 17
South, Range 6 East, Clay County, MS (PN 13-006-060)

THIS AGREEMENT entered into this 17th day of August,
2010 between the TOMBIGBEE RIVER VALLEY WATER MANAGEMENT DISTRICT
(hereinafter called the "District") acting by and through its
Executive Director, and the CLAY COUNTY BOARD OF SUPER-
VISORS (hereinafter called the "County"), represented by its
President,

WITNESSETH THAT

WHEREAS, the authority for construction of the Small Project
Authorization Program, Clean out of Town Creek
(hereinafter called the "Project") not specifically authorized by
statute is contained in the minutes of the Board of Directors'
official meeting held April 28, 1988,

The Small Project Authorization will allow the "District" to
perform certain works of an emergency or urgent nature whereby
streams are experiencing blockage from excess debris or sedi-
ment that may result in damage to property. Such property may

include public bridges, roads buildings, stream banks, farm lands, or residences

The "County" will provide all right-of-ways and easements necessary to perform the work of clearing, de-snagging, or excavating the blockage along with easements upon and through private lands for the purpose of ingress and egress to and from site of work

It is understood that the "District" accepts no responsibility for future maintenance of any bridges, roads, bank stabilization or the clearing and cleaning out of any stream that work has been performed on by the District under its Small Project Program

"County" agrees to provide manpower and equipment when necessary to assist in the completion of a project that involves "County" property. The "District" does not accept any liability or injury caused to any "County" employee during performance of work

Any work or repairs performed on "County" property will be performed for the benefit of the "County" and if the cost of such work or repairs exceeds the limits set out by the "District", the "County" will assume all cost in excess of the "District's" limitations. The "County" will further hold and save the "District" free from all damages arising from work performed on "County" property including repairs and work performed to bridges and abutments

Before any work is commenced upon "County" property for the benefit of "County", the "County" must provide all necessary right-of-ways and easements along with full approval by County Engineer

THIS AGREEMENT ADOPTED this date August 17, 2010
the Board of Supervisors of Clay County as their official
act

COUNTY BOARD OF SUPERVISORS

TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT

✓ BY Floyd Miskew
President

BY _____
Executive Director

DATE August 17, 2010

DATE _____

PROJECT CLEAN OUT OF TOWN CREEK

ATTORNEY'S CERTIFICATE

I, Lee S Coleman Attorney for the Board of Supervisors of
Clay County, Mississippi, hereby certify that the said Tombigbee
River Valley Water Management District has been provided with the lands or
sufficient interest therein, for the above project covered by the foregoing
Right-Of-Entry, on the 17th day of August, 2010.

Given under my hand at West Point, MS on this 17th
day of August, 2010

Lee S Coleman
Chief Legal Counsel

ATTEST [Signature]

RIGHT-OF-WAY

in compliance with prior assurances that it will provide sufficient easements and rights-of-way required in connection with the clean out of Town Creek as described

in the Agreement between the Tombigbee River Valley Water Management District and the Clay County Board of Supervisors for Local Cooperation on the above Project entered into on the 17th day of August 2010 and the Clay County Board of Supervisors (the "County") as local sponsor acting by and through its duly authorized representatives represents and assures the Tombigbee River Valley Water Management District as follows

1 That the County has provided the District the lands or sufficient interest therein required for operation and implementation of the Project including access for ingress and egress to and from the project for purpose herein stated,

2 That the relocation and or alteration of all utilities structures objects and other encumbrances upon the Project rights-of-way have been completed or will be completed without cost to Tombigbee River Valley Water Management District prior to the initiation of work

3 That outstanding encumbering rights and interests in said land in the name of third parties have been removed so that no would prohibit or prevent work from being performed for purposes herein stated

4 That a sufficient right-of-way is available for implementation of the Project. All of the above is subject to satisfaction of the easements

The Board of Supervisors of Clay County hereby authorizes the Tombigbee River Valley Water Management District its officers agents employees representatives and contractors to enter upon all the aforesaid required lands in connection with the construction of the Project

Executed this 17th day of August, 2010

F40 BY Floyd Miken
PRESIDENT BOARD OF SUPERVISORS

WITNESSED BY [Signature]

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 19th day of August, 2010, at 9 00 o'clock a.m , and present were, Floyd McKee, President of the Board, R B Davis, Vice-President, Shelton Deanes, 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 PERMITS FOR HAULING HEAVY LOADS ON CLAY
COUNTY MISSISSIPPI ROADS

There came on this day for consideration the matter of permits for hauling heavy loads on Clay County Mississippi roads

It appears that Monroe County Mississippi has an application system whereby permits to haul heavy loads must be secured by truckers, and

It appears that said application being used by Monroe County is one that should be adopted and used by Clay County

Mr Deanes made the motion to adopt the permit application being used by Monroe County Mississippi see exhibit A and to proceed with the permitting system as outlined by statute in Section 63-5-51 of the *Mississippi Code* The question of a bond being required shall remain for further study Mr Horton seconded the motion and a unanimous vote was recorded when called by the President

SO ORDERED this the 19th day of August, 2010


PRESIDENT

**APPLICATION AND PERMIT FOR HAULING HEAVY LOADS ON
COUNTY ROADS IN MONROE COUNTY, MISSISSIPPI**

The undersigned **APPLICANT** hereby petitions the Board of Supervisors of Monroe County, Mississippi, for a permit to haul heavy loads consisting of **LOGS** over a county road in Monroe county known as SEE BELOW The Applicant hereby agrees as follows

The Applicant, prior to commencing hauling operations over the MONROE County Road, shall construct or cause to be constructed N/A Entry ramps along said road and to install the necessary culverts under the ramps to provide for adequate drainage and shall not be altered or changed without the approval of the Board of Supervisors of Monroe County or its authorized representative

In consideration for the right be the Applicant to construct its facilities and to haul loads in excess of the design weight limit over the public roads in Monroe County, State of Mississippi, for exploration for, such resources as timber, sand, and gravel, oil and gas, restrictions as promulgated be the Board of Supervisors of Monroe County, Mississippi, on the 25th day of January, 1983, and which is hereby made a part of this Application Agreement, the applicant agrees to abide by the terms of this Policy and other agreements as agreed by these parties of this Agreement

The Applicant shall be responsible for all constructed by him The Applicant shall be responsible for any damages to public roads used, which are caused by his operations The Applicant will hold harmless the county of Monroe from any liability caused by his operations and possible interference with the normal flow and safety of traffic

Applicant is advised that all bridges in Monroe County are not adequate for the maximum loads authorized by law and does hereby assume the risk of injuries of damages resulting from the failure of any bridge that is designated as being adequate for a weight less than the maximum allowed by law The Applicant shall be responsible for any damage touch bridge and shall hold Monroe county harmless for any injury or damage caused by the failure of such bridge

The Applicant hereby further agrees that particular care will be taken to keep mudclods and other debris off of county Roads especially at the point of entry The Applicant agrees to pay for any cost of cleaning such material from the roadway where same has become a hazard to the traveling public

The Applicant further agrees that in the event that timber is being cut to be hauled over county roads, pursuant to County Road, that it shall remove all of said timber, trees, limbs, and/or treetops from the county right-of-way and from county road ditches The applicant agrees to pay the county for any cost of cleaning such timber, trees, limbs, and/or treetops from the county right-of-way and/or ditches in the event said items are not removed by the Applicant

A general description of the operations of the Applicant are as follows

OWNER OF TRACT
LOCATION OF TRACT

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ROADS HAULED ON

The Applicant understands and agrees that, excepts as herein stated, no right,

EXhibit A

title, claim, or easement to said road right-of-way is granted by issuance of this permit or that this permit only applies to hauling operations from the site listed in the permit

The Applicant further understands that the Applicant will be responsible for all staking, supervision, signing, or other safety steps necessary in the Applicant's operation

Monroe County agrees to the following stipulations

1 To cooperate with the Applicant in every way to aid and abet the Applicant's operations in a manner that will minimize damage to the public roads and provide safety to the traveling public

2 To use any and all legal means to see that Policy Standards, except to the extent of any variance shown on the Permit filed herewith and approved, are compiled within the Applicant's operation

3 If the Road Manager, or other authorized representative of the Board of Supervisors, approves the operations plan submitted by the Applicant, he shall so indicate by signing and dating the Permit Approval at the end of this Application, and the Applicant may proceed with the operation. If the plan is not approved, he shall promptly notify the Applicant, and advise it of the reason or reasons. He will also act as the duly appointed representative of completion of the Board of Supervisors and will give approval of release upon completion of the operation or will make recommendation to the Board of Supervisors as to restrictions or corrective action to be taken by the Applicant

4 Should any term or provision of the Application Agreement conflict with the laws of the State of Mississippi, the Mississippi Constitution, or impair or deny to the Applicant or the County any right protected thereby, it shall be deemed amend to conform to said law or Constitution

Witness the signature of the Applicant, this the _____ day of 20_____

Company Name

()
Phone

Address

X
Signature

Expiration Date

PERMIT APPROVAL

By ORDER of the Board of Supervisors of Monroe County dated the 25th day of January, 1984, this attached Permit for the Use and Occupancy Agreement for Hauling of Heavy Loads is hereby granted

APPROVED, This the _____ day of _____, 20__

Sonny Clay
Monroe County Road Manager

President
Monroe County Board of
Supervisors

Date

Date

IN THE MATTER OF DESTROYING OLD SURRENDERED CAR TAGS THAT HAVE
BEEN CERTIFIED TO THE BOARD BY THE TAX COLLECTOR

There came on this day for consideration the matter of destroying old surrendered car tags
that have been certified to the Board by the Tax Collector

It appears to this Board that Becky Dendy, Clay County Tax Collector has certified to the
Board of Supervisors that the attached list marked exhibit A is a list of the car tags surrendered
for the time period stated there in

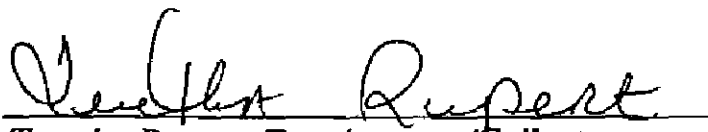
SO ORDERED, this the 19th day of August, 20 10

Floyd M. Sk...
PRESIDENT

**TERETHA RUPERT, TAX ASSESSOR COLLECTOR
CLAY COUNTY, MISSISSIPPI**

Teretha Rupert, Tax Assessor/Collector of Clay County do hereby certify that the vehicle tags as listed on the attached were surrendered to our office. These tags listed will be destroyed and the original list has been presented to the Clay County Chancery Clerk.

The tags listed here were surrendered to our office between the period of
June 28, 2010 *and* August 2, 2010


Teretha Rupert, Tax Assessor/Collector

August 3, 2010
Date

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*P O Box 795, 205 Court Street, West Point, MS 39773
Phone (662) 494-2724 Fax (662) 494-7452*

TAGS SURRENDERED FOR CREDIT OR NO LONGER BEING USED ON VEHICLE ISSUED FOR
 AFTER LIST IS PRESENTED TO THE BOARD OF SUPERVISORS, THESE TAGS MAY BE DESTROYED

6/28 CYS 600	7/6 CYS 634		
CYP 015	MSN 457	7/5 cyh 515	DB/I 9009
CYN 015	MSU 107M1	MCS 591	MUW/47W85
GL/A0306	CYN 972	OIDTUR/P4912P	DB/L2364
CYK 167	7/7 C44 335	CYM 996	CY4-325
CYH 581	DBC 2826	CYF 179	CYL 738
6/29 CYK 399	CYM 630	CYA 769	7/29 LTZ 282
LT9 839	7/8 CUG 114	CYP 457	CYN 791
RAF/5 3385	CYS 768	HVN 137	CYB 280
CH 244CH	CY3 723	CYS 291	CYD 112
F 101AW 510	CY4 846	KT 7392	CYH 192
6/30 C43 657	CYM 3107	CYP 127	CY3 917
CYL 910	WLE 5710	CYA 776	CY2 850
7/61 KTW 038	279 CYF	NE 4252 NE	CYH 724
CYH 242	CY5 641	CYS 685	245 290
CY5 242	7/9 CYC 585	7/16 CYL 076	CY2 432
DB C 2886	JSU 387D3	7/19 DBI 8503	3AK 716
CYN 853	DB/A 7032	CY3 774	CYP 080
CYP 2414	CYP 084	CYC 845	CYB 889
CY5 212	CYL 817	CYP 064	CYH 045
CY3 597	CYF 069	7/20 CYL 803	7/30 CYI 053
SHERAYA	BIO/2715BX	CYM 310	CHN 589
7/2 LT8 810	CYL 864	CYI 159	CY5 213
LTW 543	7/12 MSU 3552P	CY2 463	MSU/1M45
FMUN9	CYH 044	CY 4 550	CYM 243
M3K 928	CYK 653	LF2 909	BTM 744
CY 3410	WLE 2777NE	CY2 498	CYN 175
CYK 093	CYK 258	CY 5446	CYF 302
BIO/3A162H	CY2 352	LC 834	KTW 365
CYF 493	7/13 CYF 722	CYA 151	CYN 705
CY3 825	CYN 812	CYD 315	8/2 CYB 446
CYT 404	MSU 069M1	CYF 108	CY3 535
LC 293	WLE 421	CYI 327	CYH 169
7/6 CYN 405	CY5 641	CYP 220	CYN 330
MSU 91M90	MJR 661	CAT 062	CTD 305
MIX 055	MSU 180M6	CY2 159	8/13 CYB 504
CHV 002	7/14 TAY BUC	CY3 888	KICKERS
DSI 2487DS	CYH 548	7/28 CYN 010	CYN 988
CY5 204	CY2 376		

No. _____

**IN THE MATTER OF STRIKING CERTAIN ASSETS FROM THE
INVENTORY CONTROL RECORDS OF CLAY COUNTY, MISSISSIPPI**

There came on this day for consideration the matter of striking certain fixed assets from the inventory control records of Clay County, Mississippi

It appears to this Board that the items listed below are no longer being used by the County and no longer function properly so as to be useful to the County

YC-013. Panasonic typewriter

This Board doth vote unanimously to strike the items listed above from the inventory control records of Clay County, Mississippi

SO ORDERED, this the 19th day of August, 2010

Floyd McKee
President

This Board doth recess until 9 a m on August 20th, 2010

Floyd McKee
PRESIDENT

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 20th day of August, 2010, at 9 00 o'clock a m , and present were, Floyd McKee, President of the Board, R B Davis, Vice-President, Shelton Deanes, 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 AN ADDENDUM TO THE FISHER MARINE BUILDING
TO CHANGE THE BID OPENING DATE BY AUTHORITY OF
SECTION 31-7-13 (C) (II)

There came on this day for consideration the matter of an addendum to the Fisher Marine Building to change the bid opening date by authority of Section 31-7-13 (c)(ii)

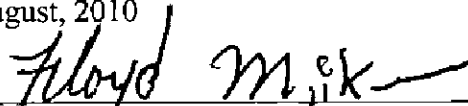
It appears that it would be beneficial to amend the bid procedure to change the bid opening date to September 7, 2010 at 10 a m and

It appears that plans and specifications were not published in the notification and that a list of all prospective bidders has been kept and notice of the amendment will be given to all prospective bidders, and

It appears that certain specifications will be changed and modified and this amendment to the bid opening date will give sufficient time for all prospective bidders to prepare

After motion by Mr Lummus and second by Mr Deanes this Board doth vote unanimously to amend the bidding process for the Fisher Marine Building to change the bid opening date from August 25, 2010 to September 7, 2010 at 10 a m

SO ORDERED this the 20th day of August, 2010



PRESIDENT

BILL MANN, ARCHITECT

203 East Main Street P O Box 80297
Starkville Mississippi 39759
Phone 662-323-0358 Fax 662-323-8406

Renovation of Clay County Industrial Building
(Old Fisher Manne Building)
West Point, Mississippi
August 20, 2010

ADDENDUM #1

THE FOLLOWING CHANGES, SUBSTITUTIONS, AND/OR CLARIFICATIONS TO
THE PLANS AND SPECIFICATIONS FOR THE ABOVE REFERENCED PROJECT
ARE HEREBY MADE AND ARE A PART OF THE ORIGINAL PLANS AND
SPECIFICATIONS

SUCH CHANGES, SUBSTITUTIONS, AND CLARIFICATIONS SUPERCEDE
ORIGINAL PLANS, SPECIFICATIONS, AND CONTRACTORS SHALL GOVERN
THEMSELVES ACCORDINGLY

NOTE THE BID DUE DATE FOR THIS PROJECT IS EXTENDED UNTIL 10 00 AM
LOCAL TIME, ON TUESDAY, SEPTEMBER 7, 2010.

END OF ADDENDUM #1

650

Plan Holders List

Clay County Industrial Building

(Old Fisher Marine Building)

July 17 2010

PLAN HOLDER	SET #	CONTACT	ADDENDUM
(O) Clay County Board of Supervisors West Point, MS			
(GC) Henson Construction 410 N Forest St West Point, MS 39773		T 662-494-6131 F 662-495-9359	
(GC) Sam Oswalt and Son, Inc 1620 Old Hwy 12 Starkville MS 39759		T 662-324-2500 F 662 324-2550	SAM OSWALT SON @ YAHOO COM
(GC) Renrock Construction 1237 Hickory Grove Rd Starkville, MS 39759		T 662-324-0101 F 662-324-9009	RENROCK @ BELLSOUTH NET
(GC) O Brian Construction, LLC 2087 O Brian Drive West Point, MS 39773		T 662-494-6541 F 662-494-6531	
(GC) CIG Contractors, Inc 2072 South Tate St. Corinth, MS 38834		T 662 287 8079 F 662-287-4789	A HARRIS CIG @ COMCAST NET
(GC) Sullivan Enterprises, Inc 100 Industrial Park Dr Magee MS 39111		T 601-849 2441 F 601-849-4121	SLVANENT @ AYRIX.NET
(GC) Century Construction and Realty Inc 705 Robert E. Lee Drive Tupelo, MS 38802	9	T 662-844-3331 F 662-842-7059	A WOOD @ CENTURYCR.COM
(GC) Hooker Construction Inc 10719 Hwy 336 W Thaxton MS 38871	10	T 662-489-2567 F 662-489-2584	HOOKEER CONSTRUCTION @ HUGHES NET
(GC) Sanderson Construction Co, Inc 60068 Phillips Schoolhouse Rd Amory, MS 38821	12	T 662-256-8472 F 662-256-3363	TONY @ SANDERSON CONSTRUCTION COM
(GC) Wright Steel, Inc 1225 DeSoto Ave Clarksdale MS 38614	13	T 662-627-7300 F 662-624-2664	
M & S Operations Inc 107 20 th Ave South Meridian, MS 39301	17	T 601-484-6070 F 601-483-9278	
FL Crane & Sons Inc 508 S Spring St Fulton MS 38843	18	T 662 862-2172 F 662 862-2649	N STEVENS @ FL CRANE COM
Doss Electric 3236 Hwy 82 W Starkville, MS 39759	15	T 662 324-2524 F 662 320-4573	
JBM Services 100 Rosecrest Lane Columbus, MS 39701	19	T 662-328-5642 F 662 328-2460	
S and K Door Specialty Co Inc Hickory Grove Rd Starkville, MS 39759	20	T 662-323-6381 F 662-323-6560	
Mercier Electrical and Mechanical, Inc 755 Mayhew St West Point, MS 39773	21	T 662-494-6844 F 662-494-3146	

651

652

TRIANGLE INSULATION
1937 BERNHARD RD
COLUMBUS, MS

T 662-328-0662

1280 SPY RD.
McCOOK, MS 39108

T 662-773-9736
F 662-773-3623

(26)

INDUSTRIAL PRODUCTS, INC.

TOMBIGBE CONTRACTORS, LLC
619 Hwy 145 North
ABERDEEN, MS 39730

T 662-369-4087
F 662-369-6965

(25)

16	T 662-773-3289 F 662-773-0530	413 Hwy 14 East Louisville, MS 39339
14	T 800-806-7222 F 601-944-0450	ABC Plathroom 5165 Old Brandon Rd Pearl, MS 39208
22	T 662-842-6844 F 662-842-9455	Custom Glass Connie Jenkins 202 Air Park Tupelo, MS 38880
23	T 662-862-5796 F 662-862-5797	Sunbelt Specialties Inc 826 Hwy 25 South Fulton, MS 38843
24	T 662-289-6923 F 662-289-1507	(GC) Ralph McKnight & Son Construction, Inc 805 Hwy 12 W Kosciusko, MS 39090
		TACKLING @ Ball South Met
		CONNIE @ CUSTOM GLASS Tupelo Door.com

Clay County,

ORDER OF THE BOARD OF SUPERVISORS
RE. REAL AND PERSONAL PROPERTY ASSESSMENT ROLLS

This day came on to be considered by the Board of Supervisors of Clay County, Mississippi, the matter of the assessment of personal property for the year 2010 and of real property for the year 2010 and it appearing

affirmatively to this Board that Teretha Rupert, Tax Assessor of said County completed the assessment of both real and personal property for said years and filed the rolls with this Board of Supervisors, as required by law; that said assessment rolls, and the assessments therein contained, were examined and equalized as required by law, and that such equalization was completed more than ten days prior to the meeting, held for the purpose of hearing objections to the said assessment rolls, and the assessments therein contained, and that this Board of

Supervisors at its August, 2010 meeting, adopted an order approving the said rolls and assessments therein contained, subject to the rights of parties in interest to be heard on all objections made by them, and caused the following notice to be posted at the courthouse or

Courthouses in said county, and published in Daily Times Leader, a newspaper published at West Point, Mississippi, to-wit:

"PUBLIC NOTICE"

"TO THE PUBLIC AND TO THE TAXPAYERS OF Clay COUNTY MISSISSIPPI.

You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2010 have been equalized according to law and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said

County on or before the 2nd of August, 2010 at his office in the Courthouse of said county and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors and that

1 This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of West Point said County and State on the 2nd day of August 2010 and,

2 This Board of Supervisors will remain in session from day to day until all objections lawfully filed, shall have been disposed of and all proper corrections made in the said rolls

*Witness the signature and seal of the said Board of Supervisors this the 22 day of July, 2010

"THE BOARD OF SUPERVISORS OF Clay COUNTY

By Floyd McKee President

Harmon A. Robinson Clerk

And this Board now finds that said notice was posted and published as by it ordered, and as required by law That this Board of Supervisors met, for the purpose of hearing objections to the said assessments at the courthouse in the

City of West Point said County and State on the 2nd day of August, 2010 and

That this Board of Supervisors continued in session from day to day hearing objections to the said assessments, taking testimony of witnesses, and examining books, records and papers with reference to the assessment of property that it has made such changes in the

assessments (as fixed by it on the said rolls at its August 20th, 2010 meeting) that it was satisfied should be made in order to fix the assessment of property, real and personal, at its actual value so as to establish equality and uniformity of taxation according to value among the taxpayers of said county, and that all objections to said assessments rolls and the assessments therein contained, have been heard and disposed of; that this Board of Supervisors had added to the said rolls all property and persons found to be omitted therefrom, and has given notice to such persons and has heard and determined all objections filed, that this Board has changed and corrected all erroneous assessments, that all things required by law have been done, that the Tax Assessor of said County attended this meeting of the Board of Supervisors, from day to day, while it was considering the assessments of persons and property and hearing objections to the said assessments, and that he rendered all assistance which his knowledge and information enabled him to give, and now being of the opinion that the said assessment rolls contain assessments, fair, equal, uniform and just, according to the value of the real and personal property therein described.

IT IS THEREFORE, ORDERED AND ADJUDGED, that the said assessment rolls and the assessments therein contained, be and they are hereby accepted, approved and made final, and that the final recapitulation of said assessment rolls be certified to the State Tax Commission, on blanks furnished by it, within ten days after the adjournment of this meeting as provided by Section 9799 Mississippi Code of 1942 and as required by law

Ordered and adjudged this the 20th day of August, 2010

CLERK'S CERTIFICATE

Harmon A. Robinson

Clerk of the

Board of Supervisors of Clay County State of Mississippi do hereby certify that the foregoing

is a true and correct transcript of and order of said Board of Supervisors passed on the 20th date of August

2010 as the same appears on Page of Minute Book of said Board now on file in the

office of said Clerk in the City of West Point said County

Witness my hand and official seal, this the 20th day of August 2010

Harmon A. Robinson (Signature)

Clerk must be sure to fill the above and to affix his Seal to this Certificate

By D C B

NO _____

IN THE MATTER OF CONSIDERING ALL OBJECTIONS TIMELY FILED WITH
THIS BOARD FOR THE 2010 TAX ROLLS OF CLAY COUNTY MISSISSIPPI

There came on this day for consideration the matter of considering all objections
timely filed with this Board for the 2010 Tax Rolls of Clay County Mississippi

It appears that three (3) objections to the 2010 tax rolls of Clay County were
timely filed with this Board, and

It appears the objections were, to ~~wit~~, ^{wit:}

- 1 Babcock & Wilcox Company, Inc
- 2 GLT Properties LLC
- 3

And it appears that *yunkale apartments, Dualap apartments,*
green oak apartments and Brownsboro apartments
Has withdrawn their objection See attached letter marked exhibit A

After consideration of the objections of Babcock & Wilcox Company, Inc and
GLT Properties LLS this Board takes the following action, to wit,

- 1 Lower Babcock & Wilcox Company, Inc 's value from \$8,969,547 to
\$8,694,437
- 2 Lower GLT Properties LLC's value from \$1,812,810 to \$1,649,021

After motion by Mr Lummus and second by Mr Deanes this Board doth vote
unanimously to approve the changes in value as reflected above and to have the Clerk of
the Board to notify the objectors of this Board's action

SO ORDERED this the 20th day of August, 2010

Floyd M. Ken

PRESIDENT

PROPERTY TAX ASSOCIATES INC
Jerry B Ward



August 9, 2010

VIA FACSIMILE 662-492-4059

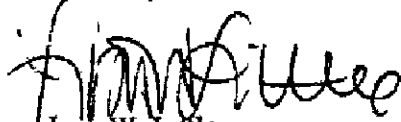
Mr Harmon Robinson
Clay County Chancery Clerk
205 Court Street
West Point, MS 39773

Dear Mr Robinson

The owners of the below referenced properties are withdrawing their property tax appeal for 2010

Windale Apartments	Parcel # 082A110B-0130200
Dunlap Apartments	Parcel # 061D403D 0060000
Green Oaks Apts of West Point	Parcel # 083A212A 005000
Bramewood Apartments	Parcel # 083C414C 0030000

Sincerely,


Lisa W Little

655

NO _____

IN THE MATTER OF SELLING A SURPLUS BACKHOE FOR DISTRICT 5
AT A DEANCO AUCTION

There came on this day for consideration the matter of selling a surplus backhoe for District 5 at a Deanco Auction

It appears that District 5 has surplus backhoe JCB equipment ID No D5-029 serial no 332172/24-021 and wishes to sell said mobile equipment at a Deanco Auction on September 15th, 2010, and Deanco Auction must post a cash surety bond in the amount of \$ _____ to safeguard the county

After motion by Mr Horton and second by Mr Deanes this Board doth vote unanimously to sell the JCB backhoe at the Deanco Auction September 15th, 2010

SO ORDERED this the 20th day of August, 2010

Floyd Mick
PRESIDENT

This Board doth recess until 9 a m on August 25, 2010

Floyd Mick
PRESIDENT

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi met at the Courthouse in West Point, Mississippi, on the 25th day of August, 2010, at 9 00 o'clock a m and present were, Floyd McKee, President of the Board, R B Davis, Vice-President, Shelton Deanes, 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 _____

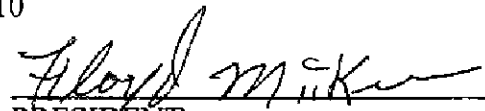
FINAL
RESOLUTION GRANTING EXEMPTION
FROM AD VALOREM TAXES

The Board of Supervisors of Clay County this day considered the matter of granting exemption from ad valorem taxes, except school district taxes, to Leggett & Platt Components Co , Inc #0V01

The governing authority finds that the State Tax Commission has certified that the applicant is eligible for exemption The authority also finds that the property described in the application constitutes an industrial enterprise as described in Section 27-31-101, *Mississippi Code of 1972*

This governing authority does hereby grant ad valorem tax exemption to the above taxpayer for a period of 5 years, beginning December 31, 2009, and expiring December 31, 2014 on the property described in the application with a total true value of \$215,519 00

Therefore the resolution to grant ad valorem tax exemption to the above named enterprise is hereby approved by the Board of Supervisors of Clay County, Mississippi for a period of 5 years as authorized by Section 27-31-101 et seq , *Mississippi Code of 1972*, as amended, on this the 25th day of August, 2010



PRESIDENT



— DEPARTMENT OF —
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX
EXEMPTIONS & PUBLIC UTILITIES BUREAU

August 12, 2010

Mr Robbie Robinson
Chancery Clerk
Clay County
P O Box 815
West Point, MS 39773

RE Ad Valorem Taxation Exemption – Leggett & Platt # OVO1

Dear Mr Robinson

In accordance with the authority conferred upon the MS Department of Revenue by Section 27-31-101, et seq, Mississippi Code of 1972, as amended, the Department hereby certifies that the above named enterprise is eligible for ad valorem tax exemption, and is in compliance with the provisions of the statute

The exemption of the property is certified for a period of five (5) years from and after December 31 2009, with a total true value of \$215 519

The original application for exemption is enclosed for action by the board of supervisors and/or municipal authorities A final order is to be placed on the minutes declaring this property is exempt, the true value, and the dates when such exemption commences and expires

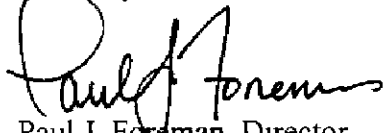
658

Mr Robbie Robinson

Page 2
August 12, 2010

According to Section 27-31-109, the clerk shall record the application and order approving the exemption and shall send a copy of the final order to the MS Department of Revenue and the State Auditor

Sincerely,



Paul J Foreman Director
Exemptions & Public Utilities Bureau

PJF rf

Enclosures

cc Mr Ed Yarborough, Director Office of State Auditor
Ms Teretha Rupert, Tax Assessor Clay County

APPLICATION FOR AD VALOREM TAX EXEMPTION

AS AUTHORIZED BY SECTION 27-31-101 et seq
MISSISSIPPI CODE OF 1972 AS AMENDED

NAME OF ENTERPRISE Leggett & Platt Components Company, Inc #0V01

PHYSICAL ADDRESS 103 E Industrial Access Road West Point MS 39773

TYPE OF INDUSTRY Manufacturing PRODUCT/SERVICE Steel Tubing

LOCATION - COUNTY Clay CITY West Point

DATE OF COMPLETION December 31 2009 YEARS REQUESTED 10

NEW (SECTION 27-31-101) EXPANSION (SECTION 27-31-105) X

NEW JOBS ESTIMATED PAYROLL

TRUE VALUE OF PROPERTY EXEMPTED \$215 519 02

*Attach an itemized list of property to be exempted as Exhibit 'A'

The applicant request that the Board approve this application by an order spread on its minutes declaring that the above property be exempt from all ad valorem taxation except school taxation for the period requested. The applicant further request that the application and certified approval of exemption be forwarded to the State Tax Commission and upon approval and certification by the Commission the Board enter a final order on its minutes granting the exemption. The above information is true and correct as certified by the applicant.

This application is submitted on the 26 day of May 2010

Leggett & Platt Components Co Inc #0V01
Applicant (Name of Taxpayer)

By *Kenneth W Purser*

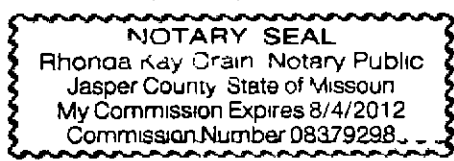
Title Kenneth W Purser Vice President

ATTEST

SWORN TO AND SUBSCRIBED before me this the 26th day of May 2010

Rhonda Kay Crain
NOTARY PUBLIC

My Commission Expires 8/4/2012
(SEAL)



SCHEDULE 1

DETAILED LISTING OF TANGIBLE PROPERTY

ASSET NUMBER	DESCRIPTION	COST
MACHINERY & EQUIPMENT		
387683	HUMIDITY TEST CHAMBER	15 837 15
404345	W20 MILL REPLACEMENT DRIVE	5 074 36
405177	EDDY CURRENT SYSTEM W20 MILL	40 531 76
405178	EDDY CURRENT SYSTEM W35 MILL	40 531 76
405291	THERMASURE UNIT	8 918 07
405292	THERMASURE UNIT	8 918 06
405293	THERMASURE UNIT	8 918 06
405294	THERMASURE UNIT	8 918 06
081169000001	M2 MILL LENGTH CONTROL SYSTEM	34 915 19
	TOTAL MACHINERY & EQUIPMENT	<u>172 562 47</u>
TOOLS & DIES		
404765	= 750 SQ TOOLING W20 COMPLETE	16 499 84
404868	500X 1 00 PARTIAL SET TOOLING	5 945 87
405224	= 750 SQ TOOLING M2 COMPLETE S"	<u>16 211 58</u>
	TOTAL TOOLS & DIES	<u>38 657 29</u>
COMPUTERS		
577158	PRINTEK FORMSPRO 4500SE PRINTE	2 149 63
577159	PRINTEK FORMSPRO 4500SE PRINTE	2 149 63
	TOTAL COMPUTERS	<u>4 299 26</u>
	TOTAL VALUE OF PROPERTY	<u><u>215 519 02</u></u>

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EXHIBIT A

LEGGETT & PLATT COMPONENTS COMPANY, INC #0V01
103 E INDUSTRIAL ACCESS ROAD
WEST POINT, MS 39773

MACHINERY & EQUIPMENT	172 562 47
TOOLS & DIES	38 657 29
COMPUTERS	<u>4 299 26</u>
TOTAL	<u><u>215 519 02</u></u>

NOTE A MORE DETAILED LIST OF THE EQUIPMENT IS ATTACHED
HERETO AS SCHEDULE 1

662

RESOLUTION

**Authorizing the Golden Triangle Planning and
Development District
to Prepare and Submit an
United States Department of Agriculture, Rural Development Application
for Clay County, Mississippi**

WHEREAS, Clay County, Mississippi has certain pressing Economic and Community Development needs, and

WHEREAS, the United States Department of Agriculture (USDA), Rural Development has available funds under the FY-2010 Community Facilities Program, and

WHEREAS, Clay County, Mississippi is eligible to apply for said USDA Rural Development assistance, and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare the necessary application documents for the said USDA RD project,

THEREFORE, BE IT RESOLVED, by the President and Board of Supervisors of Clay County

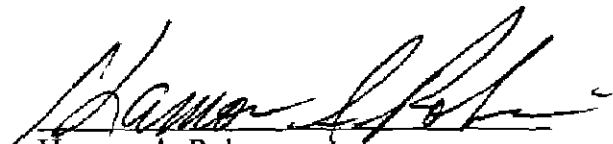
That the Golden Triangle Planning and Development District is hereby authorized to prepare FY-2010 USDA Rural Development Community Facilities Applications on behalf of the Clay County Board of Supervisors for the following projects

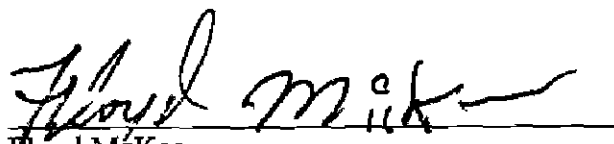
Backhoe - Equipment – District 4 (75% Grant)

That Floyd McKee in his official capacity as the President of Clay County is hereby authorized to sign all necessary documents, including Grant Agreements with the funding agency, upon approval of said application by the USDA Rural Development

SO ORDERED THIS THE 25th day of August 2010, by the President and Board of Supervisors of Clay County, Mississippi in a Regularly Scheduled Meeting

663


Harmon A. Robinson
Chancery Clerk


Floyd McKee
President

The State of Mississippi
CLAY COUNTY

AFFIDAVIT OF PUBLICATION

Before me in and for said county, this day personally came the undersigned representative of the Daily Times Leader a newspaper published in the City of West Point, of said county and state who being duly sworn deposesh and says that the publication of a certain notice a true copy of which is hereto affixed has been made for _____ weeks consecutively to wit

Dated 8-10, 2010
 Dated _____, 20____
 Dated _____, 20____
 Dated _____, 20____
 Dated _____, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed and that the publication thereof has been correctly made

WITNESS MY HAND AND SEAL OF OFFICE, this the 23 day of August A.D., 2010

By Maria B. Deat
 Notary Public _____

DAILY TIMES LEADER

By Natasha Watson
 Publisher Clerk
 Editor Printer

NOTIFICATION OF PUBLIC MEETING

Clay County, is applying to the United States Department of Agriculture Rural Development for funds to purchase a Backhoe for Supervisor District 4 More specific details regarding these project applications will be provided at a public hearing that will be held on August 25, 2010 at 9 00 a.m in the Clay County Courthouse, Board of Supervisors Meeting Room, to give citizens of the community an opportunity to become acquainted with the proposed project and to comment

SEAL

Publication Fee	\$	<u>58 00</u>
Proof(s) Of Publication	\$	<u>6 00</u>
Total Charges	\$	<u>64 00</u>

AFFIDAVIT# 17335

664

IN THE MATTR OF RENEWING THE AGREEMENT WITH TOM SOYA GRAIN COMPANY, D/B/A T S G STEVEDORES TO OPERATE A CARGO AND PORT FACILITY ON THE TENNESSE-TOMBIGBEE WATERWAY

The matter of renewing the agreement with Tom Soya Grain Company, d/b/a T S G Stevedores, for an additional five year term as provided for in the agreement came on for discussion by the Board and the Board considered same after a thorough discussion of same

Supervisor Lummus moved the adoption of the following Resolution

A RESOLUTION TO RENEW THE COUNTY'S AGREEMENT WITH TOM SOYA GRAIN COMPANY, D/B/A T S G STEVEDORES, TO OPERATE THE TENNESSEE-TOMBIGBEE CARGO AND PORT FACILITY

WHEREAS, on the 8th day of April, 1993, Clay County, Mississippi entered into an agreement with Tom Soya Grain Company, d/b/a T S G STEVEDORES, to operate a cargo and port facility on the Tennessee-Tombigbee Waterway in Clay County, Mississippi, and

WHEREAS, said agreement provided that said agreement could be renewed for four successive terms of five years each at the option of the Operator upon the Operations meeting certain terms and conditions, and

WHEREAS, the Clay County, Mississippi, Board of Supervisors finds that the terms and conditions for renewing the said agreement have been met by the Operator and that the Operator has requested that said agreement be renewed for an additional five year term ,

IT IS, THEREFORE, RESOLVED that the Agreement with Tom Soya Grain Company d/b/a T S G Stevedores should be, and hereby is, Renewed for an ADDITIONAL TERM OF FIVE YEARS, ENDING OCTOBER 14, 2015

Supervisor Deanes seconded the motion

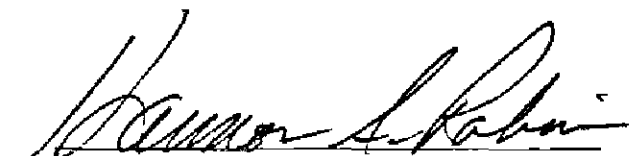
President Floyd McKee put the motion to a vote and the Board voted as follows

Supervisor Lynn Horton	yea
Supervisor Luke Lummus	yea
Supervisor R B Davis	665 yea
Supervisor Shelton Deanes	yea
Supervisor Floyd McKee	yea

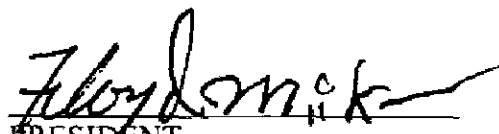
The Resolution having received a majority of the votes of the members present

and voting was declared to have been accepted

This the 25th day of August, 2010



Clerk, Clay County, Mississippi, Board of Supervisors


PRESIDENT

**TOM SOYA GRAIN COMPANY
11018 OLD HIGHWAY 50
WEST POINT, MISSISSIPPI 39773
PHONE 662-494-3754**

July 31, 2010

Mr Harmon A Robinson
Clay County Chancery Clerk
Clay County Board of Supervisors
P O Box 815
West Point, MS 39773

Dear Robbie

Pursuant to section 8.2 of our amended port facility agreement with Clay County, Mississippi we hereby submit our request to renew the lease for an additional five (5) year term beginning October 14, 2010 and ending October 14 2015

I trust the activity and business we have generated over the years is evidence of our long term commitment to Clay County and the Clay County Port. If you happen to get a chance you should ride out here during the next seven to ten days and you can see the Dredge R. D. Lucas at work in the port. The heavy rains last fall and this past spring dumped a lot of silt in the port.

Thank you for your support and we look forward to a favorable response.

Sincerely



R. Perry Lucas
Vice President
Tom Soya Grain Company

NO _____

IN THE MATTER OF CLAY COUNTY MISSISSIPPI'S PARTICIPATION IN THE
FY2011 BEAVER CONTROL ASSISTANCE PROGRAM

There came on this day for consideration the matter of Clay County Mississippi's participation in the FY2011 Beaver Control Assistance Program

It appears to this Board that there exists a beaver control problem in Clay County and it would be beneficial to Clay County to participate in the Mississippi Beaver Control Assistance Program for FY2011, and

It appears that the Tombigbee River Valley Water Management District will pay the \$6,000 00 enrollment fee if requested to do so

After motion by Mr Davis and second by Mr Lummus this Board doth vote unanimously to participate in the FY 2011 Beaver Control Assistance Program and to request that the Tombigbee River Valley Water Management District pay the \$6,000 00 participation fee

SO ORDERED this the 25th day of August, 2010


PRESIDENT

IN THE MATTER OF UNMARKED VEHICLES IN THE
CLAY COUNTY, MISSISSIPPI SHERIFF S DEPARTMENT

There came on this day for consideration the matter of unmarked vehicles in the
Clay County, Mississippi Sheriff's Department

After motion by Mr Lummus and second by Mr Horton, this Board doth vote
unanimously to authorize the Sheriff of Clay County, Mississippi to use the following
vehicles as unmarked according to Section 19-25-15 of the *Mississippi Code of 1972*


SD 998	Ford Crown Vic	VIN 2FAFP71W34X136377
SD 990	Ford Expedition	VIN 1FMPU15L14LA88603
SD 555	Ford Crown Victoria	VIN 2FALP71W6TX194193
SD1218	Ford Crown Victoria	VIN 2FAHP71W93X183937

These vehicles will be used for sensitive investigative procedures where marked
vehicles would hinder law enforcement investigative procedures

This Board further orders that the Clerk attach hereto as an exhibit a list of all
vehicles owned by Clay County and assigned to the Sheriff Department

It is also further ordered that this order cancels and supersedes any previous order
of this Board relating to unmarked vehicles of the Clay County, Mississippi Sheriff's
Department

SO ORDERED this the 25th day of August, 2010


PRESIDENT

Date 8/23/2010
Time 9 28 30

CLAY COUNTY
Asset Listing by Department
Mobile Equipment
Purchase Date Range to 8/23/2010
ALL ASSETS

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Dept 200 SHERIFF/JAIL		Dept Head LADDIE HUFFMAN					
Property #	Description	Serial# / Location	Acq Date	CK/Ref # Salv Val	Current Value	Key#	
SD1088	FORD 1994 CROWN VICTORIA	2FALP71N4RX151397 WILLIAM KNOWLES Vendor CITY OF WEST POINT	4/28/2005	115 00	1 150 00	344	
	Original Cost	1 150 00					
SD1089	FORD 1996 CROWN VICTORIA	2FALP71W3TX122576 HOLLIS CAR Vendor CITY OF WEST POINT	4/28/2005	200 00	00	345	
	Disposal JUNKED						
	Original Cost	2 000 00					
SD1095	FORD CROWN VICTORIA 1995	2FALP71W2SX121322 SWING CAR Vendor TRICOUNTY NARCOTICS	8/25/2005	190 00	1 900 00	347	
	Original Cost	1 900 00					
SD1171	FORD CROWN VICTORIA 1998	2FAFP73W7WX181774 CATHY BUSBY Vendor WEST POINT HOUSING AUTHORITY	6/22/2006	700 00	00	353	
	Disposal BOARD ORDER						
	Original Cost	7 000 00					
SD1218	FORD CROWN VICTORIA (2003)	2FAHP71W93X183937 RAMIREZ WILLIAMS Vendor RANDLE AUTO SALES	5/21/2007	43227	4 995 00	370	
	Original Cost	4 995 00					
SD1220	FORD TAURUS	1FAFP53U13A231561 FRANK WILLIAMS Vendor RANDLE AUTO SALES	6/10/2007	43391	4 995 00	371	
	Original Cost	4 995 00					
SD322	FORD CROWN VICTORIA 1993	2FACP71W7PX176176 J1 Vendor STARKVILLE FORD MOTOR CO	6/04/1993	1 308 00	00	46	
	Disposal JUNKED						
	Original Cost	13 089 73					
SD555	FORD CROWN VICTORIA 1996	2FALP71W6TX194193 BOBBY GRIME S CAR (INVESTIGATO Vendor TRI COUNTY NARCOTICS	6/17/1997	1 907 00	1 907 00	187	
	Original Cost	19 078 00					
SD648	FORD CROWN VICTORIA 1998	2FAFP71W8WX115446 GRIFFIN Vendor STARKVILLE FORD	8/09/2001	2 071 00	00	279	
	Disposal JUNKED						
	Original Cost	20 713 00					
SD649	FORD CROWN VICTORIA 1998	2FAFP71W8WX132408 HAL HEADD Vendor STARKVILLE FORD	8/09/2001	2 071 00	2 071 00	280	
	Original Cost	20 713 00					

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CLAY COUNTY
Asset Listing by Department
Mobile Equipment
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Dept: 200 SHERIFF/JAIL

Dept Head LADDIE HUFFMAN

Property #	Description	Serial# / Location	Acq Date	Ck/Ref # Salv Val	Current Value	Key#
SD650	FORD CROWN VICTORIA 1998	2FAFP71WXWX132409 HORNER	8/09/2001		00	277
	Disposal JUNKED	Vendor STARKVILLE FORD		2 071 00		
	Original Cost	20 713 00				
SD651	FORD CROWN VICTORIA 1998	2FAFP71W6WX132410 CUMMINGS	8/09/2001		00	281
	Disposal JUNKED	Vendor STARKVILLE FORD		2 071 00		
	Original Cost	20 713 00				
SD796	FORD CROWN VICTORIA 2000	2FAFP71WXYX167390 SWING CAR	3/28/2002		1 998 00	293
	Original Cost	Vendor STARKVILLE FORD		1 998 00		
	Original Cost	19 987 00				
SD797	FORD CROWN VICTORIA 2000	2FAFP71W3YX167389 BOBBY RANDLE	3/28/2002		1 998 00	294
	Original Cost	Vendor STARKVILLE FORD		1 998 00		
	Original Cost	19 987 00				
SD798	FORD EXPLORER 2000	1FMZU62E3YZB50467 WALLY LIEBENOW	3/28/2002		2 155 00	295
	Original Cost	Vendor STARKVILLE FORD		2 155 00		
	Original Cost	21 550 00				
SD799	FORD EXPLORER 2000	1FMZU62E5YZB50468 ANOTHONY CUMMINGS	3/28/2002		2 155 00	296
	Original Cost	Vendor STARKVILLE FORD		2 155 00		
	Original Cost	21 550 00				
SD891	DODGE 150 TRUCK	1B7HC16X7WS601214 DANNY BANKS	8/31/2001		950 00	275
	Original Cost	Vendor SEIZED FROM DAVID MATHEWS		950 00		
	Original Cost	9 500 00				
SD944	FORD RANGER 1988	1FTCR11AXJUB45217 HENRY CHANDLER	11/14/2002		2 800 00	304
	Original Cost	Vendor SEIZED		280 00		
	Original Cost	2 800 00				
SD990	FORD EXPEDITION	1FMPU15L14LA88603 LADDIE HUFFMAN SHERIFF S DEPAR	1/25/2007		2 665 00	362
	Original Cost	Vendor STARKVILLE FORD LINCOLNMERCUR		2 665 00		
	Original Cost	26 654 00				
SD997	FORD CROWN VICTORIA 2004	2FAFP71W74X136379 TERRY SCOTT	1/25/2007		2 306 00	363
	Original Cost	Vendor STARKVILLE FORD LINCOLNMERCUR		2 306 00		
	Original Cost	23 069 00				

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CLAY COUNTY
Asset Listing by Department
Mobile Equipment
Purchase Date Range to 8/23/2010
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<u>Property #</u>	<u>Description</u>	<u>Serial# / Location</u>	<u>Acq Date</u>	<u>Ck/Ref # Salv Val</u>	<u>Current Value</u>	<u>Key#</u>
SD998	FORD CROWN VICTORIA 2004 (REBU	2FAPP71W34X136377	1/25/2007		2 306 00	364
		SWING CAR				
	Original Cost	23 069 00		Vendor STARKVILLE FORD LINCOLNMERCUR	2 306 00	
SD999	FORD CROWN VICTORIA 2004	2FAPP71W54X136378	1/25/2007		2 306 00	365
		CASSANDRA SMITH				
	Original Cost	23 069 00		Vendor STARKVILLE FORD LINCOLNMERCUR	2 306 00	
	Orig Cost Total	244 066 00		Department Totals	16	38 657 00
	Orig Cost Total	244 066 00		Grand Totals	16	38 657 00

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Date 8/23/2010
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CLAY COUNTY
Asset Listing by Department
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Dept 200 SHERIFF/JAIL		Dept Head LADDIE HUFFMAN				
Property #	Description	Serial# / Location	Acq Date	Ck/Ref # Salv Val	Current Value	Key#
SD1251	CROWN VICTORIA (FORD) 2008	2FAPP71V88X122438 GRIFFIN	1/10/2008		15 775 00	43
	Original Cost	24 649 00		Vendor WATSON QUALITY FORD 2 464 00		
SD1252	CROWN VICTORIA (FORD) 2008	2FAPP71VX8X122439 BRAD PETTIT	1/10/2008		15 775 00	44
	Original Cost	24 649 00		Vendor WATSON QUALITY FORD 2 464 00		
SD1253	CROWN VICTORIA (FORD) 2008	2FAPP71V68X122440 EDDIE SCOTT	1/10/2008		15 775 00	45
	Original Cost	24 649 00		Vendor WATSON QUALITY FORD 2 464 00		
SD1254	CROWN VICTORIA (FORD) 2008	2FAPP71V88X122441 STANLEE LEE	1/10/2008		15 775 00	46
	Original Cost	24 649 00		Vendor WATSON QUALITY FORD 2 464 00		
	Orig Cost Total	98 596 00		Department Totals	4	63 100 00
	Orig Cost Total	98 596 00		Grand Totals	4	63 100 00

NOTE Disposed item amounts are not included in Department or Grand Totals

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