

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 7th day of May, 2012, at 9 00 a m and present were Lynn Horton, Luke Lummus, President, R B Davis, Shelton Deanes and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Eddie Scott, Sheriff, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON May 7, 2012**

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There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on May 7, 2012

It appears to this Board the items listed below need to be added to the agenda for further consideration and discussion

- Shelton Deanes regarding Randle Road
- Approve travel for Sheriff's Deputy Stanley Lee
- Floyd McKee bond issue
- Authorize payment to Randy Jones for Flood Plain Coordinator Services

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously for the said items listed above to be added to the agenda for further consideration by this Board and that such agenda be approved as amended

SO ORDERED this the 7th day of May, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF PARTS AND  
MATERIALS NEEDED TO INSTALL THE ON-DEMAND WATER SYSTEM IN THE  
JAIL FOR THE ENERGY EFFICIENCY GRANT**

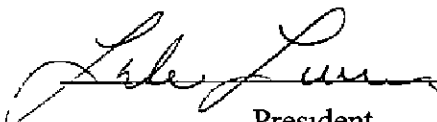
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There came on this day for consideration the matter of authorizing the purchase of parts and materials needed to install the on-demand water system in the jail for the Energy Efficiency Grant

It appears to this Board as attached hereto as Exhibit A, a quote has been solicited for parts and materials needed to install the on-demand water system in the jail as part of the County's Energy Efficiency Grant to be installed by the inmates in the jail

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize the purchase of parts and materials from Southern Pipe & Supply Company to install the on-demand water system at the Jail by inmates

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

Document Order Acknowledgement - Quote Order  
 Est #: 6102490295

UPC Vendor Invoice Date Order #  
 000000 04/19/12 5654246-00  
 PO Date PO # Page #  
 04/19/12 West Point Jail 1

Bill To: Cash Sale - UBS COD  
 House Account  
 COLUMBUS MS 39702  
 Ship To Cash Sale - UBS COD  
 House Account  
 COLUMBUS MS 39702

Correspondance To: Southern Pipe & Supply Company  
 4330 Hwy 39 N  
 PO Box 5738  
 Meridian MS 39302

Instructions

Ship Point Southern Pipe Columbus Via Shipped Terms 10Proc/Net30

Ln#	Product And Description	UPC Item#	Quantity Ordered	Quantity B O	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
1	RRRTGH9SDVN 199 900 BTU NAT GAS CONDENSING INDOOR 9.5GPM	97706	3			EA	1405.30	EA	0.00	4215.90
2	pdwg 3 PVC DWV PE PIPE	00000	60			FT	1.66951	FT	0.00	100.17
3	BRTWV30R ISOLATOR KIT FOR TANKLESS WATER HEATER	39516	3			EA	75.00	EA	0.00	225.00
4	dw9q 3 PVC DWV ECK 1/4 BRND	00000	6			EA	3.79	EA	0.00	22.74
5	mf3mchp 3 VENT CAP DW	37386	3			EA	7.96	EA	0.00	23.88
5 Lines Total									Total Invoice Total	4587.69



103 International Drive  
Peachtree City, Georgia 30269

Telephone 1-800 621-9419  
Fax 1 678-364 8643

April 25, 2012

Re Buy American Act Requirements in Public Contracts

Dear Billy

41 USC Section 10(a) of the Buy American Act states

“Notwithstanding any other provision of law, and unless the head of the department or independent establishment concerned shall determine it to be inconsistent with public interest, or the cost to be unreasonable, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States, shall be acquired for public use

This section shall not apply with respect to articles, materials, or supplies for use outside the United States, or if articles, materials, or supplies of the class or kind to be used or the articles, materials, or supplies from which they are manufactured are not mined, produced, or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality

This section shall not apply to manufactured articles, materials, or supplies procured under any contract the award value of which is less than or equal to the micro-purchase threshold under section 428 of this title.’

To the best of our knowledge and from our research and market knowledge in the industry, no company is currently producing or manufacturing gas tankless water heaters in the United States or producing or manufacturing gas tankless water heaters using articles, materials, or supplies that have been mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities or of a satisfactory quality

As such, to the best of our knowledge, 41 USC Section 10(a) of the Buy American Act does not prohibit the head of a department or independent establishment from purchasing Rinnai gas tankless water heaters for public use

Sincerely

Phil Weeks  
General Manager  
Rinnai America Corporation

Website [www.rinnai.us](http://www.rinnai.us)  
ISO 9001 REGISTERED SUPPLIER

Document: Order Acknowledgement - Quote Order

UPC Vendor Invoice Date Order #  
 000000 5654246-00  
 PO Date PO # Page #  
 04/19/12 West Point Jail 1

Cust # 6102490295

Bill To Cash Sale - UBS COD  
 House Account  
 COLUMBUS MS 39702

Correspondence To Southern Pipe & Supply Company  
 4330 Hwy 39 N  
 PO Box 5738  
 Meridian, MS 39302

Ship To Cash Sale - UBS COD  
 House Account  
 COLUMBUS, MS 39702

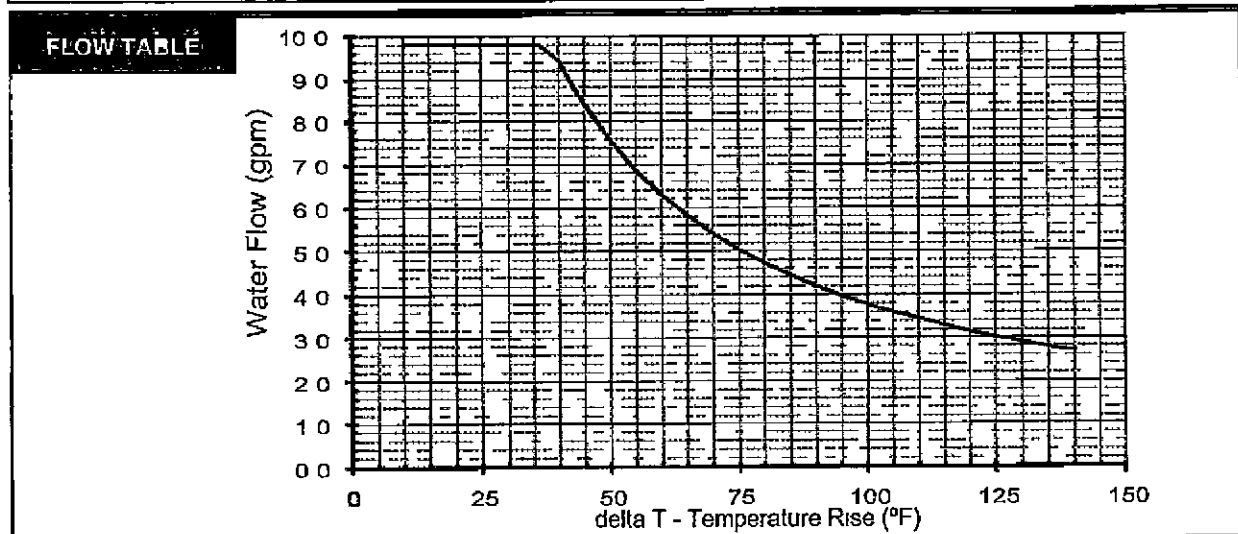
Instructions  
 Ship Point Via Shipped Terms  
 Southern Pipe - Columbus 10Prox/Net30

Ln#	Product And Description	UPC Item#	Quantity Ordered	Quantity B O	Quantity Shipped	Qty UM	Unit Price	Price UM	Discount Multiplier	Amount (Net)
1	RHRTGH95DVN 199,900 BTU NAT GAS CONDENSING INDOOR 9 5GPM	97706	3			EA	1405 30	EA	0 00	4215 90
2	pdwq 3 PVC DWV PE PIPE	00000	60			FT	1 65951	FT	0 00	100 17
3	BRTWV30R ISOLATOR KIT FOR TANKLESS WATER HEATER	39616	3			EA	75 00	EA	0 00	225 00
4	dw9g 3 PVC DWV HXK 1/4 BEND	00000	6			EA	3 79	EA	0 00	22 74
5	mf3mchp 3" VENT CAP DW	37386	3			EA	7 96	EA	0 00	23 88
5	Lines Total							Total Invoice Total		4587 69 4587 69

LD

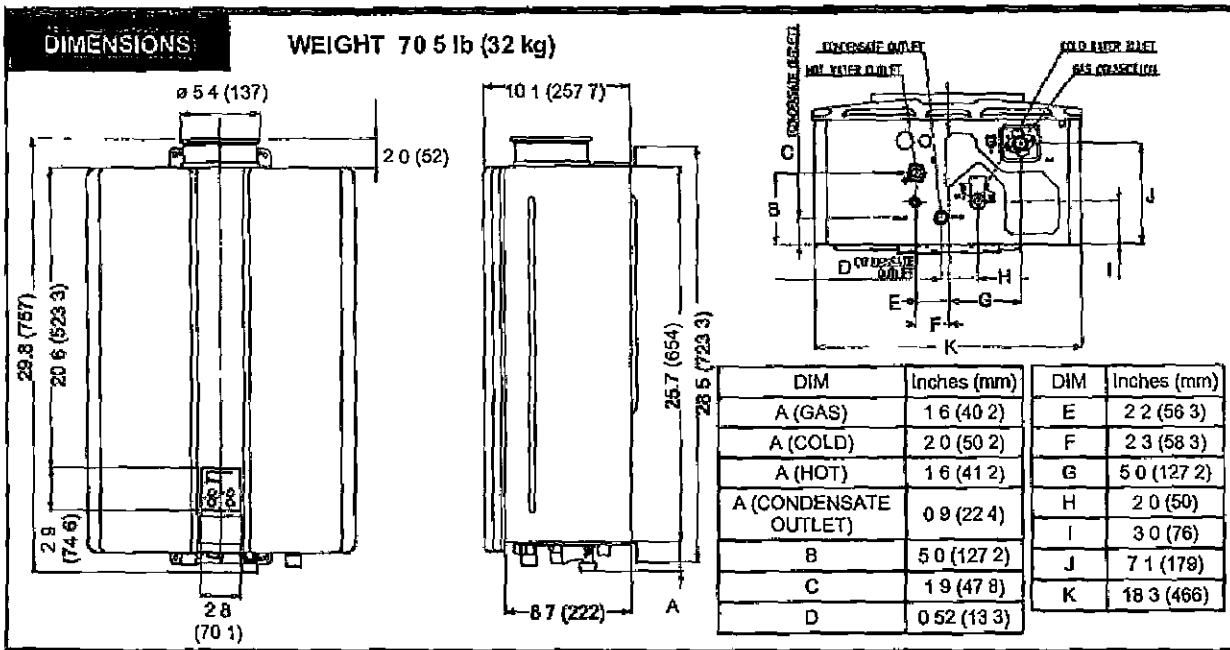
Type of Appliance	Condensing, Tankless Temperature controlled, continuous flow gas hot water system, Energy Star Qualified
Rinnai model number	REU-KB3237FFUD US
Operation / Installation	Forced combustion Indoor only
Minimum/Maximum Gas Rate (Input)	15 200 - 199 000 BTU/h
Electrical	Appliance AC 120 Volts - 60 Hz Temperature Controller DC 12 Volts
Electrical Consumption	Normal 64 w Standby 2 w Anti frost protection 146 w
Ignition System	Direct electronic Ignition
Hot Water Capacity	Minimum flow rate 0.26 GPM Minimum activation flow rate 0.4 GPM Maximum flow rate 9.8 GPM
Temperature	98° - 120° F (factory default) Maximum temperature is selectable at 120° F or at 140° F 98° - 185° F available with the MCC 91-2 controller for commercial and hydronic applications
Temperature (without remote)	120° F (factory default) or 140° F
Approved Gas Types	Natural or Propane (ensure unit matches gas type)
Energy Factor (EF)	Natural Gas 0.95 Propane 0.95
Service Connections	Gas supply 3/4 inch MNPT Cold water inlet 3/4 inch MNPT Hot water outlet 3/4 inch MNPT
Isolation & Pressure Relief Valves Included	Heavy duty forged brass Webstone Isolator valves EXP E2, certified to NSF/ANSI 61.8 for potable water
Water Flow Control	Water flow sensor electronic water control and by pass control
Minimum/Maximum Water Supply Pressure	15 - 150 PSI (50 PSI or above is recommended for maximum flow)

*Rinnai is continually updating and improving products, therefore, specifications are subject to change without prior notice. Local, state, provincial and federal codes must be adhered to prior to installation.*



<b>Controller</b>	MC-91-1US (included) Deluxe controller MC 100V 1US (optional) Bathroom controller BC-100V-1US (optional) MCC 91-1US (optional for hydronic and commercial applications)	
<b>Controller Cable</b>	Non polarized two core cable minimum 22 AWG	
<b>Safety Devices</b>	<ul style="list-style-type: none"> <li>• Flame failure - Flame Rod</li> <li>• Boiling protection</li> <li>• Combustion fan rpm check</li> <li>• Over current - glass fuse</li> </ul>	<ul style="list-style-type: none"> <li>• Remaining flame (OHS)</li> <li>• Thermal fuse</li> <li>• Automatic frost protection</li> </ul>
<b>Clearances from Combustibles</b> * 24 inches required for serviceability	<ul style="list-style-type: none"> <li>• Top of heater - 6 inches</li> <li>• Front of heater - 6 inches *</li> <li>• Sides of heater 2 inches</li> </ul>	<ul style="list-style-type: none"> <li>• Back of heater - 0 inches</li> <li>• Bottom of heater - 12 inches</li> <li>• From vent pipe - 0 inches</li> </ul>
<b>Clearances from Non combustibles</b> * 24 inches required for serviceability	<ul style="list-style-type: none"> <li>• Top of heater 2 inches</li> <li>• Front of heater - 6 inches *</li> <li>• Sides of heater - 1/2 inches</li> </ul>	<ul style="list-style-type: none"> <li>• Back of heater - 0 inches</li> <li>• Bottom of heater - 12 inches</li> <li>• From vent pipe - 0 inches</li> </ul>
<b>Min / Max Gas Supply Pressure</b>	Natural Gas min 5" W C	max 10.5 W C
	Propane Gas min 8 W C	max 13.5 W C
<b>Manifold Gas Pressure (inches W C)</b>	Natural Gas high fire 3.1 W C	low fire 0.51 W C
	Propane Gas high fire 3.7" W C	low fire 0.52 W C
<b>NOx</b>	Complies with South Coast Air Quality Management District 14 ng/J or 20 ppm NOx emission levels	

**Limited Warranty** Heat exchanger 12 years\* for residential, 10 years for residential and space heating, and 5 years\* for commercial, All other parts 5 years\*, Labor 1 year  
 (\* 3 years if used as a circulating water heater within a circulation loop, when the water heater is in series with a circulation system and all circulating water flows through the water heater, and where an aquastat / thermostat, timer or an on-demand recirculation system is not incorporated )  
 Refer to the manual for complete warranty information



NO \_\_\_\_\_

**IN THE MATTER OF APPROVING THE CLAIMS DOCKET**

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There came on this day for consideration the matter of approving the claims docket

It appears to this Board the following claims as attached hereto in "Exhibit A" have been submitted for payment

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to approve the claims docket for payment as attached hereto as "Exhibit A"

SO ORDERED this the 7th day of May, 2012

  
President



NO \_\_\_\_\_

**IN THE MATTER OF RESCHEDULING THE PUBLIC HEARING ON THE CLEAN UP  
OF ROBIN JOLLY PROPERTY TO MAY 24, 2012**

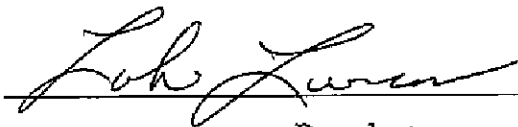
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There came on this day for consideration the matter of rescheduling the public hearing on the clean-up of the Robin Jolly property to May, 24, 2012

It appears to this Board notice was served and advertised in the Daily Times Leader of a public hearing to be held on Thursday, May 10<sup>th</sup>, on the clean-up of property belonging to Robin Jolly residing in District 5 and due to unforeseen circumstances Mrs Jolly has spoken with the Board Attorney, Bob Marshall who reports that she will not be able to be in attendance at the said hearing dated May 10<sup>th</sup> due to her son being involved in a car accident and in critical condition

After motion by Floyd McKee and second by Lynn Horton this Board doth vote unanimously to reschedule the public hearing on the clean-up of the Robin Jolly property in District 5 until Thursday, May 24<sup>th</sup>

SO ORDERED this 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING FOR PAYMENT AN INVOICE FROM NEEL-SCHAFFER ON THE ENERGY EFFICIENCY GRANT**

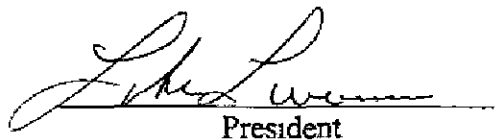
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There came on this day for consideration the matter of authorizing for payment an invoice from Neel-Schaffer on the Energy Efficiency Grant

It appears to this Board an invoice has been presented for payment from Neel Schaffer in the amount of \$ 404 59 for engineering services performed on the Energy Efficiency Project

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize payment to Neel Schaffer for an invoice as attached hereto as "Exhibit A" in the amount of \$ 404 59

SO ORDERED this the 7th day of May, 2012

  
President

March 31, 2012

Project No NS 08491 000

Invoice No 1001506

Way County Board of Supervisors  
Davis  
Box 815  
West Point, MS 39773

Project NS 08491 000 EECBG Project

**Professional Services from March 1, 2012 to March 31, 2012**

Phase 001 EECBG Project

**Fee**

Total Fee 4 120 00

Percent Complete

93 93

Total Earned

3,869 92

Previous Fee Billing

3 465 33

Current Fee Billing

404 59

**Total Fee**

**404 59**

**Total this Phase**

**\$404 59**

**Total this Invoice**

**\$404 59**

**Outstanding Invoices**

Number	Date	Balance
999846	12/31/11	472.56
<b>Total</b>		<b>472 56</b>

08

NO \_\_\_\_\_

**IN THE MATTER OF ACCEPTING AND APPROVING THE PAUPER BURIAL  
AFFIDAVIT TO OPEN AND CLOSE CERTAIN GRAVES**

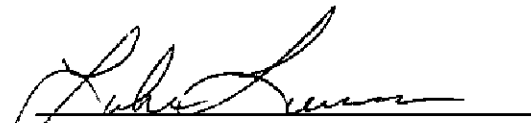
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There came on this day for consideration the matter of accepting and approving the pauper burial affidavit to open and close a certain grave

It appear to this Board a pauper burial affidavit has been submitted to this Board as attached hereto as Exhibit A requesting the opening and closing of a certain grave

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to approve the pauper burial affidavit as attached hereto as Exhibit A to this order to open and close the said grave

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President



# Clay County Board of Supervisors

P O Box 815  
West Point, Mississippi 39773  
Phone (662) 494-3313  
Fax (662) 492-4059  
Website claycountymiss.gov  
E mail tware@claycountymiss.gov

District 1  
Lynn D Horton Vice President  
District 2  
Luke Lummus  
District 3  
R.B. Davis President  
District 4  
Shelton Deanes  
District 5  
Floyd Mckee

STATE OF MISSISSIPPI  
COUNTY OF CLAY

## AFFIDAVIT OF PAUPER ASSISTANCE FOR BURIAL

I, Willie Jean Heard, DO SOLEMNLY AFFIRM THAT Felicia Fields, DID DECEASE AND DEPART THIS LIFE ON THE 26<sup>th</sup> DAY OF April, 2012 AND THAT I AM SOLELY RESPONSIBLE FOR BURIAL OF THE SAID Felicia Fields. I ALSO AFFIRM THAT Felicia Fields QUALIFIES UNDER THE LAWS OF THE STATE OF MISSISSIPPI AS A PAUPER AND NEEDS ASSISTANCE AND THAT THE DECEASED DOES NOT HAVE ANY BURIAL INSURANCE OR FUNDS WITH WHICH TO TAKE CARE OF THE FUNERAL EXPENSES

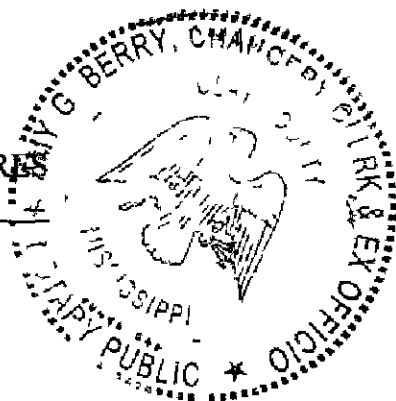
SO AFFIRMED, THIS THE 1st DAY OF May, 2012  
Willie Jean Heard

STATE OF MISSISSIPPI  
COUNTY OF CLAY

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY OF LAW, IN AND FOR SAID COUNTY AND STATE, THE WITHIN NAMED Willie Jean Heard WHO ACKNOWLEDGED THAT she SIGNED AND DELIVERED THE ABOVE AND FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 1st DAY OF May, 2012

MY COMMISSION EXPIRES \_\_\_\_\_



Amy G. Berry  
NOTARY PUBLIC  
Chancery Clerk & Ex Officio Notary Public  
My Commission Expires Jan 4, 2016

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING ADERTISING RESOURCES FOR THE COUNTY**

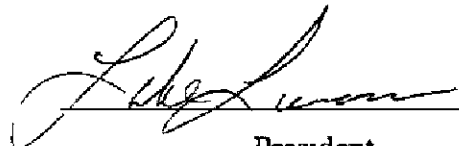
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There came on this day for consideration the matter of approving advertising resources for the County

It appears to this Board the MS Supervisors Association is selling advertisements for the Mississippi Supervisor Magazine and that a half page black and white add is \$200

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanously to purchase black and white half a page advertisement of Clay County MS for the Mississippi Supervisor Magazine for \$200

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President



# Mississippi Supervisor

and Chancery Clerk, Circuit Clerk, Tax Assessor & Collector

793 North President Street - Jackson Mississippi 39202 (601) 353-2741 - FAX (601) 353 2749

## COUNTY ADVERTISING CONTRACT

June/July thru 2012 thru April/May 2013 Issues

\_\_\_\_\_ County

Please mark size of ad, and whether you choose to use a previous ad or will have a new ad

Full Page, 4 Color  
\$650

Full Page, B/W  
\$300

1/2 Page, B/W\*  
\$200

1 / 4 Page, B/W\*  
\$100

Double Page  
\$1 500-Process Color

Inside Back Cover \*  
\$1105 with process color

Back Cover  
\$1150 (includes color)

Color may be added to any size ad, but color charges are the same regardless of dimensions

\* Add Color  
 Spot Color  
\$150 per color per page

\* Add Color  
 Process Color  
\$350 per page

Use 2011 Ad

Use New Ad Copy  
 Enclosed  
 To Come

\* Special Charges and Conditions Apply Inside Covers and Back Covers require full-page ad placement Back Cover ad placement requires four-color process full page

• Advertising Contract The Publisher reserves the right to accept or reject any advertisement on the basis of content style or size that is inconsistent with the ethical guidelines of the Mississippi Association of Supervisors or its Constitution and By-Laws We agree to pay on the receipt of invoice the amount based on the rates above

### Mechanical Requirements

Full page 9 1/2" x 7 1/4 Half page 4 1/2 by 7 1/4 Printing Method Offset

\*EPS \*TIF, PDF formats acceptable on a cd Artwork as a PDF may be emailed to pking@massup.org

### MAS OFFICE USE ONLY

Accepted By \_\_\_\_\_

Date \_\_\_\_\_

Check No \_\_\_\_\_

Amount \_\_\_\_\_

Check Dated \_\_\_\_\_

Order Via Phone? YES NO

Ordered By \_\_\_\_\_

( ) Bill the County ( ) Check Enclosed

County Officer \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_



# Mississippi Supervisor

and Chancery Clerk, Circuit Clerk, Tax Assessor & Collector

793 North President Street Jackson Mississippi 39202 - (601) 353 2741 FAX (601) 353 2749

April 10, 2012

To Board Presidents, Chancery Clerks, and County Administrators

Re County Ads for *Mississippi Supervisor Magazine*

As you know, MAS has moved to a bi-monthly magazine and is no longer producing what were the "convention" or "legislative" issues of the magazine, issues that contained mainly county advertisements

Instead county advertisements are spread in issues throughout the year giving each county ad a better chance to stand out

It is time again for counties to choose to run an ad in the *Mississippi Supervisor Magazine* and we will again be spreading them in issues throughout the year Ads will be distributed in the year's six issues and placement will be given in the order in which contracts are received

The first issue for the new round of county ads will be in the June/July, 2012 issue

A contract is enclosed and may be mailed to 793 North President Street, Jackson, MS or faxed to 601 353 2749 If you have any questions, please call me at 601 353-2741 or email [pking@massup.org](mailto:pking@massup.org)

Thank you for your support of *Mississippi Supervisor Magazine*

*Pat*  
Pat



NO \_\_\_\_\_

**IN THE MATTER OF RESCHEDULING SALE OF THE SHERIFF'S SEIZED  
WEAPONS**

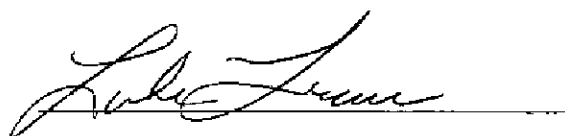
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There came on this day for consideration the matter of rescheduling the sale of the Sheriff's Seized Weapons

It appears to this Board that the notice of sale on the Sheriff's seized weapons was not timely posted and in order for the said sale to be validated notice must be timely posted and the said sale should be rescheduled to be held on Thursday, May 24<sup>th</sup>

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to reschedule the Sheriff's seized weapon sale to be held on Thursday, May 24, 2012

SO ORDERED this the 7<sup>th</sup> day of May, 2012



President

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING TRAVEL SHERIFF EDDIE SCOTT**

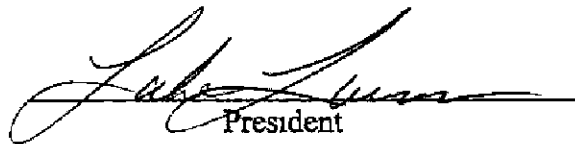
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There came on this day for consideration the matter of approving travel for the Sheriff Eddie Scott

It appears to this Board the Sheriff is requesting to attend the Summer Sheriff Conference at the IP Casino in Biloxi, June 4 – 8, as attached hereto as Exhibit A and is requesting for reimbursement for mileage, meals, lodging, and registration fees in order to attend the said summer conference

After motion by Lynn Horton and second by Floyd McKee this Board doth vote unanimously to authorize the Sheriff to travel to Biloxi to attend the Sheriff's Summer Conference June 4 – 8, as attached hereto as Exhibit A

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
President



Dear Sheriff,

At this time I would like to inform you that the 2012 Summer Conference has been set. Please visit the website for more details and also vendors can download registration form.

**DATES**        June 4-8, 2012

**PLACE**        IP Casino\*Resort\*Spa  
850 Bayview Ave  
Biloxi, MS 39530

To make reservation call 1-888-946-2847 or on line @ [www.ipbiloxi.com](http://www.ipbiloxi.com) and advise them that your group code is S126026. Be sure to let them know you are a sheriff so that we can guarantee you have a room at this location.

Room rates are \$82.00 Standard Room.

**\*\*\*CUT OFF DATE IS MONDAY, MAY 14, 2012 @ 5 00 PM\*\*\***

**NO REGISTRATION FEE**

Registration will be 3PM to 6PM on Monday, with a welcome reception @ 6PM  
(Late Registration Tuesday 8 00 A.M. to 10 00 A.M.)

Billy McGee, Sheriff  
Secretary/Treasurer

*Exhibit A*

CHECKS Hotel does not take personal or company checks as method of payment on check-in day  
Credit card or Debit card is the only valid form of payment accepted at check-in If method of pre-  
payment of room and tax is by check, the check **MUST** be received **NO LATER THAN** 2 weeks prior to  
arrival date so that the check can be cleared before arrival date

Also, you must present your County tax I D document in order for taxes to be waived

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO  
EXECUTE A LICENSE AGREEMENT WITH RELTEK, LLC FOR THE BRIDGE  
PROJECT LOCATED ON ELMORE ROAD IN DISTRICT 5**

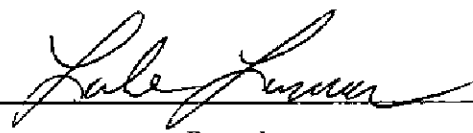
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There came on this day for consideration the matter of authorizing the President of the Board to execute a license agreement with ReLTEK, LLC for the bridge project located on Elmore Road in District 5

It appears to this Board a new bridge is needing to be built in District 5 located on Elmore Road and a railroad crossing is located within a short distance of the said bridge and in the process of building the new bridge, the County or Contractor of the said project might need to get on the Railroad's right of way. Since the railroad company does not sign temporary or permanent right of ways, the contract, as attached hereto as Exhibit A, has been submitted to this Board to be executed in order for the County or Contractor doing the work to have ingress and egress on the Railroad's property.

After motion by Floyd McKee and second by Shelton Deanes this Board doth vote unanimously to authorize the President to execute the agreement as attached hereto as Exhibit A with ReLTEK LLC

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

**ReLTEK STANDARD  
LICENSE AGREEMENT FOR BRIDGE APPROACH GUARD RAILS  
AND DRAINAGE CULVERTS**

**THIS LICENSE AGREEMENT** (the "Agreement"), made this 7<sup>th</sup> day of May 2012 between the **Columbus & Greenville Railroad Company** a Mississippi corporation, having an address at 13901 Sutton Park Drive South, Suite 175 Bldg C, Jacksonville, FL 32224 (the "Railroad") and the **Board of Supervisors of Clay County**, a County governmental body, having an address at P O Box 815 West Point MS 39773 (the "Licensee")

**WITNESSETH**

**WHEREAS**, the Licensee has requested occupation of the Railroad's Property (defined below) as set forth in this License and

**WHEREAS**, the parties have reached accord concerning the terms and conditions for the Licensee's occupation of the Railroad's Property and now desire to reduce them to writing

**NOW, THEREFORE**, the parties hereto, intending to be legally bound, agree as follows

**1 PROPERTY**

1.1 The term 'Property' as defined in this Agreement shall include the property, track rights-of-way rail corridor, air space, land and the approaches to and area immediately adjacent to the location of the Facilities (defined below), whether owned, leased, operated or occupied by the Railroad Property shall include the various forms and qualities of ownership rights the Railroad has in track lands, rights-of-way and rail corridors

**2 FACILITIES**

2.1 The Railroad insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, in a manner satisfactory to the Railroad, hereby permits the Licensee to construct use, inspect maintain, repair renew and ultimately remove 1) approximately 126' of 24" class III concrete pipe for the transmission of storm water, at normal atmospheric pressure, crossing under and across the Property of the Railroad's Main Line, 2) a bridge approach guard rail, beginning below the southerly railroad right of way line to the east of the Elmore Road centerline and ending at the beginning of the bridge, crossing over and across the Property of the Railroad's Main Line, and 3) a second bridge approach guard rail beginning within the railroad right of way to the west of the Elmore Road centerline and ending at the beginning of the bridge, crossing over and across the Property of the Railroad's Main Line at Milepost 38+4752 Feet Valuation Station 2053+92, Valuation Map V-1/13, located in the Township of Pheba, County of Clay, State of Mississippi in strict accordance with drawings labeled "Appendix II and Appendix III both plans dated 03/21/11 submitted by the Licensee to and approved by the Railroad ("Construction Plan"), attached hereto and made a part of this Agreement, also in accordance with current issues of the Railroad's Specifications as amended from time to time for such crossings (all and any part thereof being hereafter referred to as the "Facilities")

However should said line of railroad be returned to active service at any time in the future and during the term of this Agreement, Licensee agrees that it will immediately make plans to modify its guard rails, in such a manner satisfactory to the railroad, to provide unrestricted movement of trains and other rail equipment over the tracks of the railroad

2.2 This Agreement shall not be deemed or construed as transferring to the Licensee any interest in the Property or any right in the nature of an interest in the Property, irrespective of any expenditure by the Licensee for the Facilities. Furthermore, no exercise of this Agreement for any length of time shall give rise to any right, title or interest of the Licensee to the Property.

2.3 The rights granted to the Licensee under this Agreement are non-exclusive and the Railroad reserves and excepts unto itself the paramount right to continue to occupy, possess and use the Property and the area of the Facilities for any and all purposes.

2.4 The Railroad reserves the right to license others to occupy, possess and use the Property, provided said occupancies, possessions and uses do not unreasonably interfere with or obstruct the rights granted to the Licensee in this Agreement.

2.5 The Licensee acknowledges that the Railroad and other third parties, may be using and/or have the right to use the Property for uses similar or dissimilar to the use intended by the Licensee (such other uses may include, without limitation, fiber optic, communication, pipeline and wireline facilities) and that such uses and/or rights to use may not be recorded in the applicable real estate records and may not be known by or disclosed to Licensee (collectively, the "Prior Rights"). The Licensee agrees that the Licensee's rights to construct, use, inspect, maintain, repair, renew and remove the Facilities and to occupy the Property shall be expressly subject and subordinate to any and all other Prior Rights and to the terms of any easement, agreement, license or other instrument or document evidencing such Prior Rights. The Licensee agrees that its use and occupation of the Property shall not damage, interfere or adversely affect any of the Prior Rights (including, without limitation, with the construction, erection, installation, operation, use, inspection, maintenance, repair, replacement, renewal and/or removal of existing fiber optic, communication, pipeline or wireline facilities or system(s) or the rights thereto). The Licensee agrees that it shall not excavate within five (5) feet of any Railroad or third party facilities or system(s) without prior notification and coordination with the owner of such facilities or system(s). Licensee shall indemnify, defend and hold Railroad harmless from and against any and all liabilities, claims, losses, costs, damages or expenses which Railroad or any holder of Prior Rights may suffer or incur in the event that Licensee, or any of its employees, agents or contractors, interfere with, disturb, or otherwise adversely effect any of the Prior Rights or the activities or facilities of the holders of any of the Prior Rights. The Licensee's indemnification obligations under this Section 2.5 shall survive the termination or expiration of this Agreement.

### 3 CONSIDERATION FEE

3.1 Upon execution of this Agreement, the Licensee shall, as reimbursement for the rights granted in this Agreement, pay to the Railroad a License fee of Two Hundred Fifty U.S. Dollars (\$250.00) per year (or fractional part thereof in case of termination hereof or removal of said Facilities prior to the end of any year) payable yearly in advance (the "License Fee").

3.2 Railroad reserves the right to periodically review and adjust the License Fee herein any time after the expiration of the initial year. The Railroad shall notify the Licensee thirty (30) days prior to the effective date of any change in the License Fees.

3.3 If the Licensee shall default in the payment of the License Fee for a period of thirty (30) days after the same shall be due, a late payment charge in the amount of 1% of the overdue amount for each month or portion thereof that the same shall remain unpaid shall be charged to the Licensee. The Licensee will pay such late payment charge together with the License Fee due hereunder. If the Railroad cancels or terminates this Agreement for any reason except as the result of a default of the Licensee, the

Railroad shall refund to Licensee its pro rata portion of the License Fee paid for the unexpired period of that current year, but if Railroad cancels or terminates as the result of a default of the Licensee, then the Railroad may, in addition to any other remedies due to the Railroad under this Agreement, retain the License Fee for the unexpired period

#### 4 RULES and REGULATIONS

4 1 Before any work is performed under this Agreement, (Sections 5, 6, and 7) and before use by the Licensee of the Property for the purpose set forth herein, the Licensee, at its sole cost and expense, shall obtain all necessary permits and licenses and shall thereafter observe and comply with all applicable ordinances, rules, regulations, requirements and laws, and future modifications thereof, of any governmental authority (state, federal or local) having jurisdiction over any work to be performed, the Property, the Facilities or the intended use thereof, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" or "Call Before You Dig" requirements

4 2 The Licensee shall operate and use the Facilities in accordance with all rules and regulations of the Railroad and all governmental authorities, and in a manner that will not interfere with or endanger in the judgment of the Railroad, any property, facilities, traffic, operation, maintenance, employees or patrons of the Railroad or of others occupying or using the Property

4 3 In the event the Licensee contracts for construction, inspection, maintenance repair, renewal or removal of the Facilities, the Licensee shall require its contractor to comply with all terms of this Agreement at the sole risk of the Licensee

4 4 The Licensee shall indemnify, defend and hold the Railroad harmless from and against any and all expenses, damages, costs (including reasonable counsel fees and costs of compliance), penalties and claims incurred or suffered by the Railroad related in any way to the failure by the Licensee, or by any of its employees, contractors or agents, to comply with this Section 4 The Licensee's obligations under this Section 4 4 shall survive the termination or expiration of this Agreement

#### 5 CONSTRUCTION

5 1 The Licensee may not enter upon the Property until the method of installation and all related matters have been approved by the Railroad's Chief Engineer or his designee

5 2 The Facilities shall be located, constructed and maintained in exact accordance with the Construction Plans and for the purpose as outlined in Section 2 1 hereof No departure shall be made at any time there from except upon permission in writing granted by the Railroad's Chief Engineer, or his designee

5 3 The work of constructing, inspecting, maintaining, repairing, renewing or removing the Facilities shall be performed in a prudent and workmanlike manner and under such general conditions as will be satisfactory to and approved by the Railroad's Chief Engineer, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the Railroad's Property and facilities The Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, be responsible for the cost of any necessary inspectors, flagmen or watchmen to ensure that men, equipment and materials are kept a safe distance away from the tracks of the Railroad

5 4 The Railroad shall have the right to approve the location and method of the construction work and to inspect the Facilities and the materials used in construction, maintenance, repair, renewal and removal of the Facilities covered by this Agreement



5 5 The right to approve the location and method of the construction work and inspection of the Facilities and materials from time to time thereafter by the Railroad, shall extend for an appropriate distance on each side of the Property as the method of construction and materials used may have a bearing upon (i) the strength and stability of the Facilities over, under upon or in the Railroad's Property and facilities, (ii) the support and stability of the Railroad's Property and facilities and (iii) safety of Railroad operations and employees

5 6 In addition to, but not in limitation of any of the foregoing provisions if at any time the Railroad should deem Railroad inspectors, flagmen or watchmen desirable or necessary to protect its operations or facilities, or its employees, patrons or licensees during the work of construction, inspection, maintenance, repair, renewal, or removal of the Facilities, the Railroad shall have the right to place such inspectors, flagmen or watchmen at the sole risk, cost and expense of the Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse the Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen or watchmen by the Railroad however, shall not release the Licensee from any and all liabilities assumed by the Licensee under the terms of this Agreement

5 7 In the event the Facilities consist of an underground occupation the Licensee will be responsible for any settlement caused to the roadbed, Property or facilities of the Railroad arising from or as a result of the construction, inspection, maintenance, repair renewal or removal of the said Facilities during the term of this Agreement and for a period of three (3) years subsequent to the removal of the Facilities, and the Licensee agrees to pay to the Railroad on demand the full cost and expense therefor

5 8 In the event the Facilities consist of electrical power or communication wires and/or appurtenances, the Licensee shall at all times be obligated promptly to remedy any interference growing out of or resulting from the presence of the Facilities, and if the Licensee should fail to do so then the Railroad may do so, and the Licensee agrees to pay to the Railroad on demand the full cost and expense therefor

5 9 No cathodic protection system shall be installed which will cause electric current to flow across or along the Property without written authorization of the Railroad. Any authorized cathodic protection system shall be installed and maintained by the Licensee, at its sole cost and expense, in such a manner so as to preclude interference with the Railroad's electrical systems and so as not to cause any deterioration of the Railroad's structures in service or hereafter installed. The terms and conditions of this Agreement shall apply to the construction, inspection, maintenance repair, renewal, removal, presence or use of said cathodic protection system

5 10 The Licensee agrees to make such tests as in the judgment of the Railroad are necessary to determine if operation, existence, maintenance or use of the Facilities (or protection provided against corrosion, from the Facilities) causes interference with any of the Railroad's facilities whatsoever. The Licensee further agrees, upon notice from the Railroad of such interference, to promptly make such changes as may be necessary to eliminate said interference, at the Licensee's sole cost and expense

## 6 MAINTENANCE

6 1 The Licensee shall at all times be obligated to promptly maintain, repair and renew the Facilities, and shall, upon ten (10) working days notice in writing from the Railroad and requiring it to do so, or immediately in the event of an emergency, make such repairs and renewals thereto as may be required by the Railroad. In the event the Licensee fails to do so, the Railroad may, but shall have no obligation to do so, perform said necessary repairs at the sole cost and expense of the Licensee, and thereafter, bill Licensee in accordance with the terms of Section 8 hereof

6 2 Notwithstanding the foregoing, the Railroad, for the purpose of protecting and safeguarding

its Property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of the Licensee, and thereafter, bill the Licensee in accordance with the terms of Section 8 hereof

6.3 If the Licensee desires or is required, as herein provided, to revise, relocate, add to or alter in any manner whatsoever the Facilities, the Licensee shall submit plans to the Railroad and obtain the written approval of the Railroad's Chief Engineer, or his designee, thereto before any work or alteration of the Facilities is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. In that event, the Railroad reserves the right to assess additional charges

## 7 RELOCATION OF LICENSE FACILITIES

7.1 The Licensee shall, within thirty (30) days at its sole cost and expense, upon request in writing of the Railroad, change the location or construction of the Facilities covered by this Agreement, where located over, upon or in the Property, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to Property or facilities now or hereafter owned or used by the Railroad to the extent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the Railroad's current specifications or in the event of the lease, sale or disposal of the Property or any part thereof, then the Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the Property as may be required by the Railroad or its grantee, and if the Licensee shall fail or refuse to comply therewith, then the Railroad may at its option (i) terminate the Agreement in accordance with the terms of Section 13 hereof, or (ii) using duly authorized agents of the Railroad, may make such repairs or adjustments or changes in location and provide necessary material therefor at the sole cost and expense of the Licensee, and thereafter, bill the Licensee in accordance with the terms of Section 8 hereof

## 8 BILLING

8.1 All cost and expense in connection with the construction, inspection, maintenance, repair, renewal and removal of the Facilities, or inspectors, flagmen or watchmen connected therewith, shall be borne by the Licensee, including work being performed or material furnished by the Railroad under the stipulated right to perform such work of construction, maintenance, repair, renewal or removal under any section hereof. The Licensee agrees to pay the Railroad's expense for wages, equipment and materials for any work performed at the expense of the Licensee. Such expense shall include, but not be limited to, cost of flagmen or watchmen, including related vehicle expenses whether personal or company owned, supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances, insurance and freight and handling charges on all materials used. Equipment costs, if any, shall be in accordance with the Licensor's fixed applicable rates. The Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by the Railroad

8.2 Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the use, construction, inspection, maintenance, repair, renewal and removal, of the Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred

## 9 TAXES

9.1 As part of the consideration of this Agreement, the Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against the Railroad or its Property by reason of the Facilities, and the Licensee further covenants and agrees to pay to the Railroad promptly upon bills rendered therefor the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against the Railroad or its Property by reason of the construction,

maintenance use or presence of the Facilities on the Property

## 10 LIABILITY

10 1 It is understood between the parties hereto that the operations of the Railroad at or near the Facilities involve some risk, and the Licensee as part of the consideration for this Agreement, hereby releases and waives any right to ask for or demand damages for or on account of loss of or injury to the Facilities (and contents thereof) of the Licensee that are over under upon or in the Property including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of the Railroad, third parties or otherwise

10 2 The Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless the Railroad from and against all cost or expense resulting from any and all losses damages, detriments suits, claims, demands costs and charges which the Railroad may directly or indirectly suffer sustain or be subjected to by reason or on account of the construction placement attachment presence, use inspection, maintenance, repair, alteration, renewal, relocation or removal of the Facilities in, on about or from the Property whether such losses and damages be suffered or sustained by the Railroad directly or by its employees patrons or licensees, or be suffered or sustained by other persons or corporations including the Licensee, its employees and agents who may seek to hold the Railroad liable therefor, and whether attributable to the fault, failure or negligence of the Railroad or otherwise except when proved by the Licensee to be due directly to the sole negligence of the Railroad

10 3 Notwithstanding anything contained in Section 10 2 hereof, and irrespective of any negligence of the Railroad, the Licensee assumes sole responsibility for, and agrees to indemnify, save harmless and defend the Railroad from and against all claims, actions or legal proceedings arising in whole or in part from (i) the failure of the Licensee to comply with any obligations imposed on it by this Agreement, or (ii) any claims, actions, or legal proceedings under the Federal Employer's Liability Act and any amendments to such Act now or hereafter in effect, alleging or claiming, in legal effect, that the Railroad in respect to that portion of its Property which lies over, under or near the Facilities failed to correct or guard against an unsafe condition or failed to furnish a safe place to work Failure by the Railroad to make verbal or written complaints to the Licensee with respect to unsafe working conditions or with respect to the Licensee's failure to carry out its obligations under this Agreement or knowledge on the part of the Railroad of such unsafe working conditions or place to work and of such failures by the Licensee to carry out its obligations under this Agreement shall not be deemed to constitute acquiescence therein by the Railroad or actionable negligence on the part of the Railroad

10 4 If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter The Licensee's obligations under this Section 10 4 shall survive the termination or expiration of this Agreement

10 5 All obligations of Licensee hereunder to release, indemnify, protect and hold the Railroad harmless shall also extend to any third party railroad that operates over the Property, and their respective officers, agents and employees

## 11 INSURANCE

11 1 The Licensee shall, at its own cost and expense, prior to entry onto the Property or the commencement of any work pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL"), including Contractual Liability Coverage, covering all liabilities assumed by Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Three Million Dollars (\$3,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars (\$6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured. An Umbrella policy may be utilized to satisfy the required limits of liability under this section.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars (\$1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad and shall name the Railroad as Additional Insured.

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury by Accident, Each Accident, One Million Dollars (\$1,000,000) for Bodily Injury by Disease. Policy Limit, One Million Dollars (\$1,000,000) for Bodily Injury by Disease. Each Employee. Such insurance policy shall be endorsed to provide a Waiver of Subrogation in favor of the Railroad.

11.2 The following general insurance requirements shall apply:

(i) The specified insurance policies must be effected under standard form policies underwritten by insurers licensed in the state where work is to be performed, and carry a minimum Best's rating of "A-" and size "Class VI" or better. The Railroad reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this section.

(ii) All coverages shall be primary and non-contributory to any insurance coverages maintained by the Railroad.

(iii) All insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Railroad with certificates of insurance evidencing the insurance coverages, terms and conditions required, at least ten (10) days prior to commencement of any activities on or about the Property. Said certificates should reference this Agreement by agreement number and shall be furnished to the Railroad at the following address, or to such other address as the Railroad may hereafter specify:

Columbus & Greenville Railway Company  
13901 Sutton Park Drive  
South, Suite 175  
Bldg C  
Jacksonville, FL 32224

(v) If any policies providing the required coverages are written on a Claims-Made basis, the following shall apply:

- (1) The retroactive date shall be prior to the commencement of the work,
- (2) The Licensee shall maintain such policies on a continuous basis, and

(3) If there is a change in insurer or policies are canceled or not renewed, the Licensee shall purchase an extended reporting period of not less than three (3) years after the contract completion date

(vi) Licensee shall arrange for adequate time for reporting of any loss under this agreement

11.3 The Railroad may require the Licensee to purchase additional insurance if the Railroad reasonably determines that the amount of insurance then being maintained by the Licensee is insufficient in light of all relevant factors. If the Licensee is required to purchase additional insurance, the Railroad will notify the Licensee. Failure of the Licensee to comply within thirty (30) days shall be considered a default subject to Section 13.

11.4 Furnishing of insurance by the Licensee shall not limit the Licensee's liability under this Agreement, but shall be additional security therefore.

11.5 The above indicated insurance coverages shall be enforceable by any legitimate claimant after the termination or cancellation of this Agreement, or any amendment hereto, whether by expiration of time by operation of law or otherwise, so long as the basis of the claim against the insurance company occurred during the period of time when the Agreement was in effect and the insurance was in force.

11.6 If contractors are utilized, the Licensee agrees to require all such contractors to comply with the insurance requirements of this Section.

11.7 Failure to provide the required insurance coverages or endorsements (including contractual liability endorsement) or adequate reporting time shall be at Lessee's sole risk.

## 12 EFFECTIVE DATE AND TERMINATION

12.1 This Agreement shall become and be effective as of the day and year first above written, and shall be terminable upon not less than thirty (30) days' notice served or given by either party hereto to the other, provided, however, that this Agreement may be immediately terminated by the Railroad upon the violation of any of the terms hereof by the Licensee.

12.2 Upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of the Licensee hereunder shall cease and terminate, and this Agreement shall thereupon become and be null and void, without any liability on the part of either party to the other party, except only as to any liability accrued prior thereto, and the Licensee shall remove its Facilities and appurtenances from the Property, and all property of the Railroad shall be restored to good condition and to the satisfaction of the Railroad. Upon notification by the Railroad of termination of this Agreement, the Licensee shall remove its Facilities and appurtenances from the Property, and all property of the Railroad shall be restored to good condition and to the satisfaction of the Railroad. If the Licensee fails or refuses to remove its Facilities and appurtenances under any of the foregoing conditions, the Railroad shall be privileged to do so at the cost and expense of the Licensee and thereafter, bill the Licensee in accordance with the terms of Section 8 hereof, and the Railroad shall not be liable in any manner to the Licensee for said removal.

12.3 Anything herein contained to the contrary notwithstanding, there shall be no obligation on the part of the Railroad to continue to own the Property or to operate the line of railroad in the vicinity of the Facilities to prevent the termination of the Licensee's occupation rights at any Property covered hereunder on account of an abandonment of line or service by the Railroad, nor shall there be any obligation upon the Railroad to perfect its title in order to continue in existence the said occupation rights after such abandonment of line, service or Property.

## 13 DEFAULT

13.1 Upon the failure of the Licensee to perform or comply with any term, covenant, clause or condition herein contained, this Agreement shall terminate immediately upon notice by the Railroad. The Licensee, at its sole cost and expense shall immediately, but not later than seventy-two (72) hours after posting of such notice, remove its Facilities and restore the Property and premises to its original condition, to the satisfaction of the Railroad.

**14 SUCCESSORS**

14.1 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns, subject, however, to the terms of Section 14.2 hereof.

14.2 The rights hereby afforded shall be the personal privilege of the Licensee and no assignment or transfer thereof by operation of law or voluntary act of the Licensee shall be made or other use of the Facilities be permitted than as herein provided, without the prior consent and agreement in writing of the Railroad being first had and obtained.

**15 WAIVER**

15.1 No waiver of any of the terms or provisions of this Agreement shall be effective unless such waiver is in writing and the waiver by the Railroad of any breach of any term, covenant, obligation or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or a waiver of any other term, covenant, obligation or condition herein contained.

**16 NOTICES**

16.1 Every notice, approval, consent, or other communication desired or required under this Agreement shall be effective only if the same shall be in writing and sent postage prepaid by overnight mail or United States registered or certified mail (or a similar mail service available at the time), directed to the other party at its address as follows (or such other address as either party may designate by notice given from time to time in accordance with this Section):

If to the Railroad

Columbus & Greenville Railway Company  
13901 Sutton Park Drive, South  
Suite 175, Bldg C  
Jacksonville, FL 32224

If to the Licensee

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

**17 ENTIRE AGREEMENT**

17.1 The entire agreement between the Railroad and the Licensee with respect to the subject matter hereof is set forth in this Agreement and there are no understandings, agreements, or representations of any kind between the parties, verbal or otherwise, with respect to the subject matter of this Agreement other than as set forth herein. No change or modification of any of the terms, obligations, addenda, exhibits or provisions hereof shall be valid unless in writing and signed by the parties hereto.

**18 PARTIAL INVALIDITY**

18 1 If any term obligation or condition of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent by a final judgment or award which shall not be subject to change by appeal, then the remainder of this Agreement or the application of such term or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law Furthermore, each agreement, obligation and other provision of this Agreement is and shall be deemed and construed as a separate and independent obligation of the party bound by, undertaking or making the same and not dependent on any other provision of this Agreement unless expressly so provided

## **19 TITLE, NO REPRESENTATIONS**

19 1 The Licensee acknowledges that the Railroad occupies, uses and possesses various properties under various forms and qualities of property rights The Licensee also acknowledges that the Railroad and other third parties may be using and/or have the right to use the Property for uses similar or dissimilar to the use intended by the Licensee Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of the Railroad's title for any particular Property occupied, used or enjoyed in any manner by the Licensee under any rights created in this Agreement or as a warranty, guaranty or representation as to whether or not the Licensee's intended use does not conflict with prior or current uses or rights to use the Property It is expressly understood that the Railroad does not warrant title to any property, and the Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens mortgages and superior rights in and to the Property and all leases licenses and easements or other interests previously granted to others therein

19 2 The Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right, to any claim against the Railroad for damages on account of any deficiencies in title to the Property in the event of failure or insufficiency of the Railroad's title to any portion thereof arising from the Licensee's use or occupancy thereof

19 3 The Licensee agrees to fully and completely indemnify and defend the Railroad against all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Licensee's Facilities in, on or along the Property, including claims for punitive or special damages

19 4 Without limiting the generality of Section 19 1, the Licensee acknowledges and agrees that the Railroad makes no representations or warranties of any kind or nature with respect to the Property (including, without limitation, any representation or warranty as to the condition of the property or its suitability for the Licensee's intended use)

## **20 THIRD PARTY BENEFICIARY**

20 1 Nothing contained in this Agreement shall be construed to confer upon any other party the rights of a third party beneficiary

## **21 GOVERNING LAW**

21 1 This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the state where the Property is located

## **22 EXHIBITS AND ADDENDA**

22.1 Any exhibit or addendum to this Agreement shall be deemed a part hereof

**23 HEADINGS**

23.1 Section headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement

**24 TERMINOLOGY**

24.1 The term 'Railroad' shall include the respective subsidiaries and affiliates of the Railroad and the directors, officers, agents and employees of the Railroad or such subsidiaries and affiliates. The term 'Railroad' shall also include any company (its respective subsidiaries, affiliates, directors, officers, agents and employees) whose tracks, right-of-way, or other land or air space at the location of the Facilities is leased to or operated by the undersigned Railroad.

24.2 'Licensee' shall include the respective subsidiaries and corporate affiliates of the Licensee and the directors, officers, agents and employees of the Licensee and such subsidiaries and affiliates.

24.3 For purposes of Sections 10 and 11 of the Agreement the term 'Licensee' shall also include Licensee's agents, employees, servants, sub-licensees and invitees.

**25 CONDEMNATION**

25.1 If all or any part of the Property shall be acquired or taken under eminent domain proceedings, or transferred to a public authority in lieu of such proceedings, the Railroad may terminate this License as of the date when possession is taken. All damages awarded for such taking shall belong to and be the property of the Railroad. The Licensee shall have no claim against the Railroad by reason of such taking or termination and shall not have any claim or right to any portion of the amount that may be awarded or paid to the Railroad as a result of any such taking. The Licensee may, however, make claims against the condemning authority for moving expenses, loss of fixtures, or other items which do not affect the award otherwise payable to the Railroad so long as such claim does not reduce the award otherwise payable to the Railroad.

(signature page follows)



IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written

WITNESS

COLUMBUS & GREENVILLE RAILWAY COMPANY  
Railroad

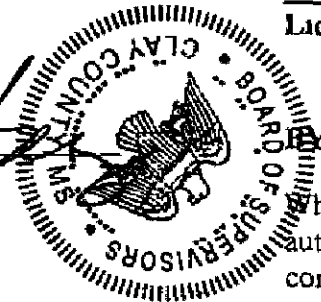
BY

\_\_\_\_\_  
Gerald T. Gates President

WITNESS

BOARD OF SUPERVISORS OF CLAY  
COUNTY, MS  
Licensee

\_\_\_\_\_  
*[Handwritten Signature]*



\_\_\_\_\_  
*[Handwritten Signature]*

who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this agreement

Print/Type Name Luke Lunnus

Print/Type Title President, Clay County Board of Supervisors

Tax ID No 64-6000252

This document was prepared by  
ReL TEK, LLC  
Railroad Operations  
651 High Street  
Suite 203  
Burlington NJ 08016

NO \_\_\_\_\_

**IN THE MATTER OF CLEANING OUT A DITCH ON MOONHEARD ROAD  
LOCATED IN DISTRICT 4**

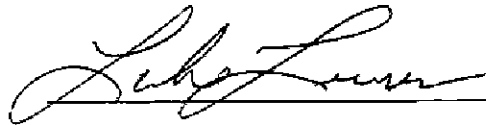
---

There came on this day for consideration the matter of cleaning out a ditch on Moonheard Road located in District 4

It appears to this Board, Supervisor Deanes is requesting permission to clean out a ditch located on Ulyssess Young's property, as identified on the County map attached hereto as Exhibit A, in order to stop the ditch from flooding Moonheard Road when it rains

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to authorize the clean out of the ditch located on Ulyssess Young's property located on Moonheard Road in District 4

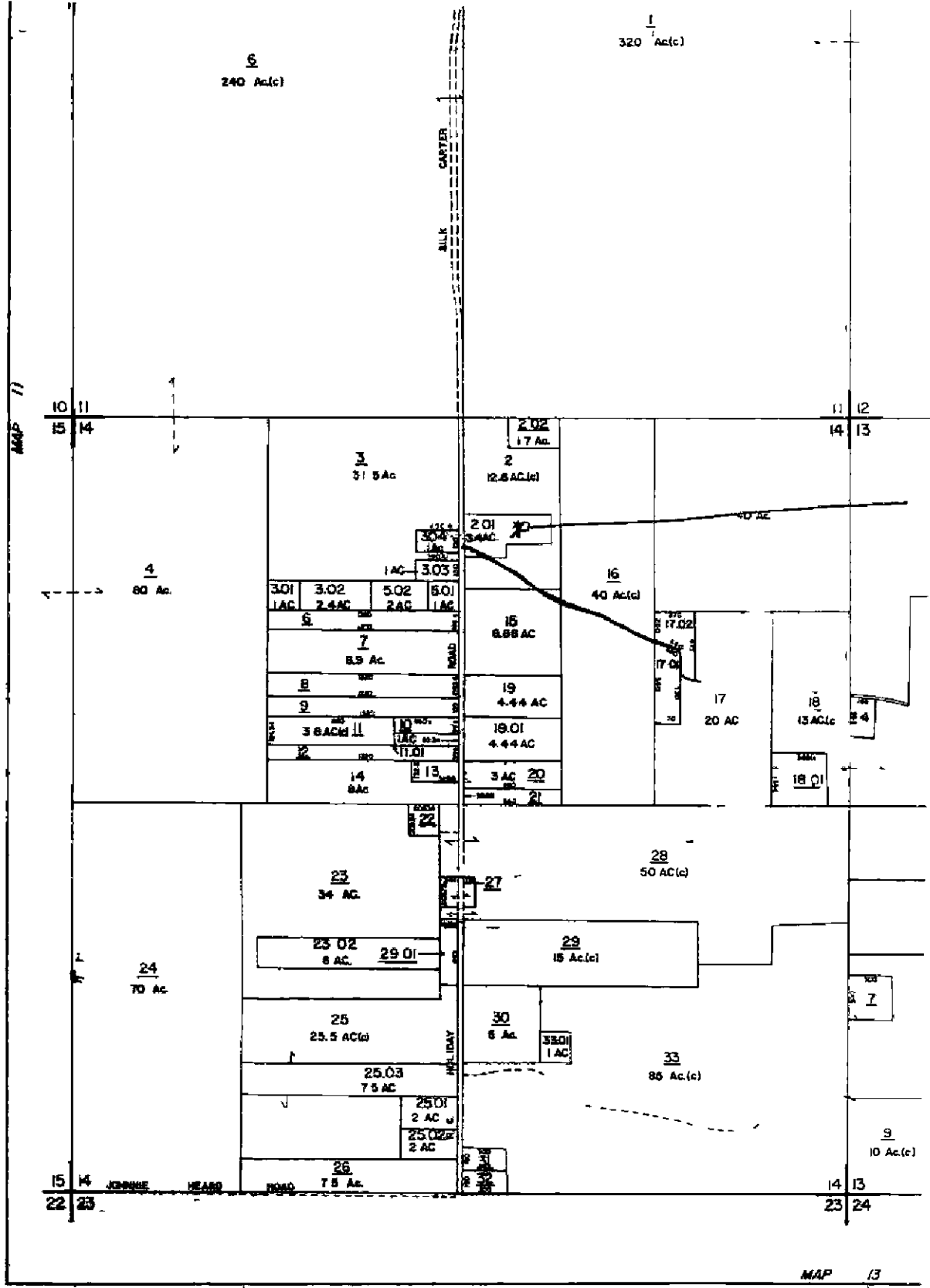
SO ORDERED this the 7<sup>th</sup> day of May, 2012



\_\_\_\_\_  
President

1  
320 Ac(c)

6  
240 Ac(c)



201 Unysses Young

Exhibit A

State ID 012 14 0020100 ACCOUNT # YEAR APPRAISED  
 -----ACREAGE----- TAX MTG REC JUD EXMPT  
 MAP PARCEL SCT QTR TWN RNG DEEDED CALCULATED DIST CODE LOC DST CODE  
 012 00201 00 14 15 05E 3 40 3 40 4010 0  
 BEAT 4 CITY 0 SCHOOL 1 SPECIAL 0  
 OWNER CODE  
 OWNER NAME YOUNG ULYSSESS LAST UPDATED  
 IN CARE OF Date 10/23/2003  
 MAILING ADDR 6558 CARTER RD BY BECKY  
 CITY/STATE/ZIP PRAIRIE MS 39756  
 PROPERTY STR ADDR No Name  
 Town  
 BRIEF DESCR S 14 T 15 R 05 PT W 1/2 NW 1/4 NE 1/4  
 SUBDIVISION BLOCK LOT# LOT SIZE  
 ZONED  
 DEED INFO DATE BOOK PAGE DATE BOOK PAGE DATE BOOK PAGE  
 11/14/1996 212 598 11/14/1995 212 603 5/23/1994 202 154  
 SPECIAL ASMNT CD BENEFIT CD BENEFIT CD BENEFIT CD BENEFIT CD BENEFIT  
 F6 - Land Info F7 - Building Info F8 - Homestead F12 - Exit  
 F4 - View Entire Legal

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING PAYMENT TO THE COUNTY'S FLOOD  
PLAIN COORDINATOR RANDY JONES**

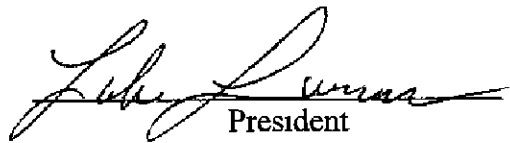
---

There came on this day for consideration the matter of authorizing payment to the County's Flood Plan Coordinator Randy Jones

It appears to this Board an invoice has been presented for payment as attached hereto as Exhibit A for \$1,879 16 for Flood Plan Services

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to authorize payment to Randy Jones for Flood Plan Coordinator Services

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
President

Invoice for Clay County Floodplain Administration  
 Randolph W Jones  
 April 2, 2012 – May 5, 2012

Clay County Board of Supervisors  
 Attn The Honorable Luke Lummus, President  
 P O Box 815  
 West Point, MS 39773

ITEM	HOURS	*MILEAGE	TOTAL
04/02/12 Conference research, travel, letter Reggie Pulliam (Sarah Heard) 14363 Randle Road, Prairie, MS 39756	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/02/12 Conference research, travel, letter Martha Kelley 7259 Decker Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/06/12 Conference research, travel, letter Willie Robertson (Roosevelt Thomas Est.) 1724 Waverly Mansion Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/06/12 Conference research, travel, letter Ronnie Roberts (Justin Davis) 711 McCord Street, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/16/12 Conference research, travel, letter Pat Quinn, Old Aberdeen Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/18/12 Conference research, travel letter David & Jacquelin Walker 313 Mhoon Valley Loop, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/19/12 Conference research, travel letter Eddie Lee Binder 8434 Baker Road, Prairie, MS 39756	1 0 @ \$15 00=\$15 00 0 5 @ \$30 00=\$15 00	See Attachment	\$30 00
04/19/12 Conference research, travel letter Alton Kerth Woods 1220 Baker Road, Prairie, MS 39756	1 0 @ \$15 00=\$15 00 0 5 @ \$30 00=\$15 00	See Attachment	\$30 00
04/20/12 Conference research, travel, letter Ann Fondren (Wesley Trammell), 10731 Palestine Road, Cedar Bluff MS 39741	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/24/12 Conference research, travel, letter Martha Gibbs Miller 3976 Melton Bottom Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/26/12 Conference research, travel letter Floyd House (Susie House) 2028 Church Hill Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/27/12 Conference research, travel letter Okie Smuth (Cathy s Restaurant) 233 Highway 45A South, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/30/12 Conference research travel letter Harold Colbert, Converse Drive West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
04/30/12 Conference research, travel letter Shauna Hyatt (Ike Cunningham & Cletnera Clay) 5674 Conley Cox Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 0 5 @ \$30 00=\$15 00	See Attachment	\$30 00
05/01/12 Conference research, travel, letter Yolanda & Christine Ewing, 436 Prairie View Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
05/02/12 Conference, research, travel letter William H Smuth (Mary H Smuth Life Estate) 4156 Highway 45A North, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
05/02/12 Conference, research, travel letter James Crawford (Mt. Herman MBC) 606 Little Street, West Point MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
05/02/12 Conference research, travel, letter Tasha D Bush (Leroy Calvert) 1078 Simmons Road, Cedar Bluff, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
05/05/12 Conference, research, travel, letter Richard Rutherford, 3827 Oak Trail, West Point, MS 39773	1 0 @ \$15 00=\$15 00 0 5 @ \$30 00=\$15 00	See Attachment	\$30 00
05/05/12 Conference, research, travel, letter Henry Carr (Margaret Smith) 5466 Bennett Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 2 0 @ \$30 00=\$60 00	See Attachment	\$75 00
04/04/12 – 05/05/12 Driving time continuing education, preparation for CRS distribution copies for Board of Supervisors Tax Assessor Property Owners, MEMA, and prepare reports & invoice for Supervisors	48 0 @ \$15 00=\$720 00 6 0 @ \$30 00=\$180 00	272 9 mi @ \$0 40=\$109 16	\$1 009 16
<b>TOTALS</b>	<b>\$1 770 00</b>	<b>\$109 16</b>	<b>\$1 879 16</b>

<sup>1</sup> Local driving time for county floodplain administration billed at half technical/research rate Copies of correspondence research, and letters are attached.

Respectfully Submitted 

Please mail to RWJ Consulting, LLC  
 P O Box 1284  
 West Point, Mississippi 39773

*Thank You*

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING TRAVEL FOR THE SHERIFF**

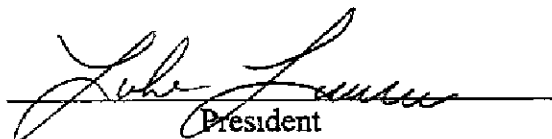
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There came on this day for consideration the matter of approving travel for the Sheriff's Deputy Stanley Lee

It appears to this Board the Sheriff's Deputy Stanley Lee is requesting to attend a Firearm's Instructor Course on May 8, 2012 thru May 9, 2012 in Pearl MS for \$150 registration fee

After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously to authorize the said travel to Pearl MS to attend a Firearm's Instructor Course on May 8, 2012 thru May 9, 2012

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
President

\*

TOTAL CONTROL TRAINING INC  
P O. BOX 385  
BENTON, MISSISSIPPI 39039  
TELEPHONE 601-506-8219  
EMAIL [tct100@gmail.com](mailto:tct100@gmail.com)

INVOICE

**TO: Clay County Sheriff's Office  
Post Office Box 142  
West Point, MS 39773  
Attn: Sheriff Eddie Scott**

**Date: 5-4-2012  
Invoice #580**

**Re: Stanley Lee**

<b>1</b>	<b>Firearm's Instructor Course</b>	<b>May 8, 2012 – May 9, 2012</b>	<b>150 00</b>
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**Thank you for your business.  
Please remit payment to address above**

40

8



FACSIMILE

**TO** CLAY COUNTY SHERIFF'S OFFICE

**FROM** JACKIE PRESLEY

**DATE** MAY 4, 2012

**SUBJECT** INVOICE

**PGS** 2

**INVOICE ATACHED FOR FIREARM'S INSTRUCTOR COURSE - STANLEY LEE**

1

41

NO \_\_\_\_\_

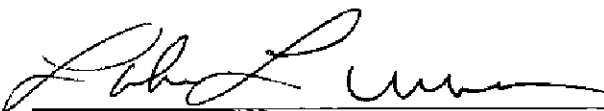
**IN THE MATTER OF GOING INTO CLOSED SESSION**

---

There came for consideration the matter of going into closed session

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to go into closed session

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

**IN THE MATTER OF GOING FROM CLOSED SESSION INTO EXECUTIVE  
SESSION UNDER SECTION 25-41-7 (4)(b) OF MISS CODE**

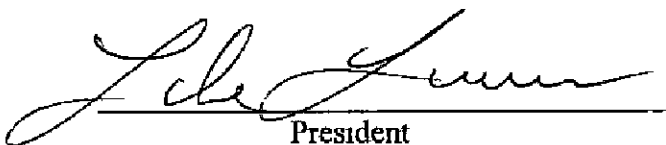
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There came on this day for consideration the matter of going from closed session into executive session under section 25-41-7 (4)(a) of *Miss Code*

It appears to this Board a matter needs to be discussed by the Board which involves a personnel issue and therefore should be discussed in executive session as allowed by Miss Code

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to go into executive session

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

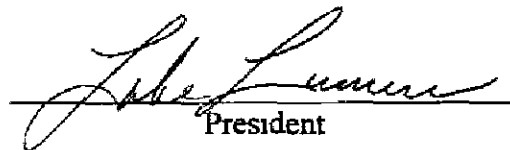
**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION AND INTO CLOSED SESSION**

---

There came on this day for consideration the matter of coming out of Executive Session and into closed session.

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to come out of Executive Session and into closed session

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
President


**IN THE MATTER OF GOING FROM CLOSED SESSION INTO EXECUTIVE SESSION TO DISCUSS POTENTIAL LITIGATION AS ALLOWED IN SECTION 25-41-7 (4)(b)**

---

There came on this day for consideration the matter of coming out of closed session and into Executive Session in the matter of Potential litigation as allowed in Section 25-41-7 (4)(b)

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to come out of closed session and into executive session.

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
President

NO \_\_\_\_\_

**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

---

There came on this day for consideration the matter of coming out of executive session

After motion by R B Davis and second by Lynn Horton this Board doth vote unanimously to come out of executive session

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
President

NO \_\_\_\_\_

**IN THE MATTER OF RENEGOTIATING WITH THE CITY OF WEST POINT ON  
THE TERMS OF A NEW JAIL AGREEMENT**

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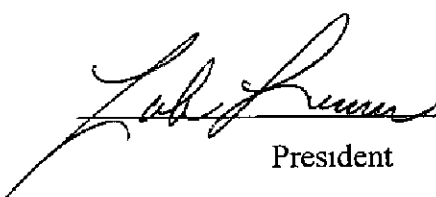
There came on this day for consideration the matter of renegotiating with the City of West Point on the new terms of a new jail agreement

It appears to this Board the Sheriff had requested for this Board to renegotiate the terms of a new jail agreement between the City of West Point and Clay County MS and that today Randy Jones and Chief of Police, Tim Brinkley, came and met with the Board of Supervisors agreeing to the following new terms of a jail agreement

- \$15 00 Booking Fee to be paid for every person booked into the Clay County Jail
- Reimburse the county for meals incurred by a person housed in the Clay County Jail that was booked by a City of West Point Police Department
- Reimburse the county for the salaries and benefits of two (2) jailors working at the Clay County Jail

After motion by Lynn Horton and second by R B Davis this Board doth vote unanimously to approve the new terms and conditions as specified above, order the Board attorney to prepare a new Jail Agreement between the City of West Point and Clay County MS stating these terms, and authorizes the President to execute the new jail agreement with the City of West Point in order for its approval by the City of West Point Board of Selectmen at their next meeting

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

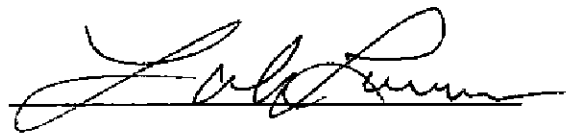
**IN THE MATTER OF RECESSING FOR A SHORT BREAK**

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There came on this day for consideration the matter of recessing for a short break

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to recess for a short break

SO ORDERED this the 7<sup>th</sup> day of May, 2012



President

**IN THE MATTER OF CALLING THE MEETING TO ORDER**

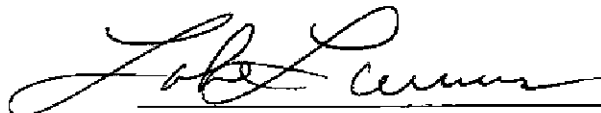
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There came on this day for consideration the matter of calling the meeting to order

It appears to this Board a recess for a short break was taken and now the President is calling the meeting to order and in session to continue with the meeting

After motion by Floyd McKee and second by R B Davis this Board doth vote unanimously to call the meeting back to order and finish with the meeting

SO ORDERED this the 7<sup>th</sup> day of May, 2012



President

NO \_\_\_\_\_

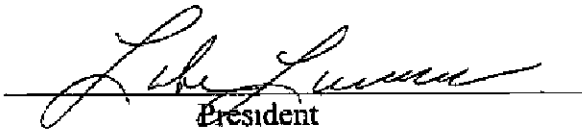
**IN THE MATTER OF GOING INTO CLOSED SESSION**

---

There came for consideration the matter of going into closed session

After motion by Floyd McKee and second by R B Davis this Board doth vote unanimously to go into closed session

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
President

**IN THE MATTER OF GOING FROM CLOSED SESSION INTO EXECUTIVE  
SESSION UNDER SECTION 25-41-7 (4)(a) OF MISS CODE**

---

There came on this day for consideration the matter of going from closed session into executive session under section 25-41-7 (4)(a) of *Miss Code*

It appears to this Board a matter needs to be discussed by the Board which involves a personnel matter and therefore should be discussed in executive session as allowed by *Miss Code*

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to go into executive session

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
President

NO \_\_\_\_\_


**IN THE MATTER OF COMING OUT OF EXECUTIVE SESSION**

---

There came on this day for consideration the matter of coming out of executive session


After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously to come out of executive session

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President

After motion by Shelton Deanes and second by R B Davis this Board doth vote unanimously to recess until Thursday, May 10<sup>th</sup>, at 9 00 a.m at the Clay County Courthouse

SO ORDERED this the 7<sup>th</sup> day of May, 2012

  
\_\_\_\_\_  
President