

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, MS, on the 14th day of August, 2013, at 9 00 a m and present were Lynn Horton, Luke Lummus, and Floyd McKee, Vice President Also present were Amy G Berry, Clerk of the Board and Bob Marshall, Board Attorney, 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 AUGUST 14, 2013**


There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on August 14, 2013

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

- Paige Lamkin – Request for guidance and assistance with RV and Mobile Home Parks

After motion by Luke Lummus and second by Lynn Horton the 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 to be adopted and approved as amended

SO ORDERED this the 14th day of August, 2013


President

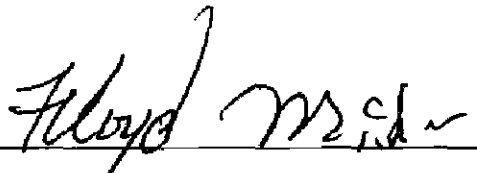
NO _____

**IN THE MATTER OF AN INTERLOCAL AGREEMENT BETWEEN WEBSTER
COUNTY, MISSISSIPPI AND CLAY COUNTY, MISSISSIPPI**

There came on this day for consideration the matter of an interlocal agreement between Webster County, Mississippi and Clay County, Mississippi

After motion by Floyd McKee and second by Lynn Horton this Board doth vote unanimously to authorize the President or Vice-President to execute the attached Interlocal Agreement with Webster County, Mississippi marked as Exhibit A

SO ORDERED this the 14th day of August, 2013



Vice President

INTERLOCAL AGREEMENT FOR ROAD PAVING

This agreement entered into this the 14th day of August, 2013, by and between Clay County, Mississippi and Webster County, Mississippi by authority of Section 17-31-1 et seq of the *Mississippi Code 1972* relative to the paving four tenths of a mile on Billy White Road, one mile and three tenths (1 3 miles) of Colony Road, and four tenths of a mile of McNully Road in Clay County, Mississippi District Five (5)

WHEREAS, the Webster County Mississippi Board of Supervisors has determined by Resolution spread on its minutes, that would be in the best interest of Webster County Mississippi and the public good to assist Clay County Mississippi in the paving of four tenths of a mile on Billy White Road, one mile and three tenths (1 3 miles) of Colony Road, and four tenths of a mile of McNully Road in Clay County, Mississippi District Five (5) and provide equipment and labor as specified herein to accomplish this cooperative effort.

WHEREAS, the Webster County Mississippi Board of Supervisors will provide the Clay County Mississippi Board of Supervisors, for the purpose stated herein, the following equipment and labor, to wit,

- 1 Rock Spreader
- 2 Tar Truck
- 3 Tar Spreader
- 4 Self-Propelled Sweeper
- 5 3 Dump Trucks
- 6 One Loader (Fiat-Allis)
- 7 One Employee, whose time shall be reimbursed by Clay County, Mississippi
- 8 SW-650 Roller, Webster County shall be reimbursed by Clay County at \$35 00 per hour for the use of the roller
- 9 Fuel costs will be paid by Clay County, Mississippi

WHEREAS, the duration of this interlocal agreement shall be for a period that expires May 31, 2014

AND WHEREAS, under Sections 17-13-1, et seq of the *Mississippi Code 1972* as amended, the Webster County Mississippi Board of Supervisors and the Clay County Mississippi Board of Supervisors are empowered and authorized to cooperate on a basis of mutual advantage and thereby provide services and facilities as authorized by statute

NOW THEREFORE, Webster County Mississippi and Clay County Mississippi do hereby execute this Interlocal Agreement for the purpose of Webster County providing equipment and personnel to pave four tenths of a mile on Billy White Road, one mile and three tenths (1 3 miles) of Colony Road, and four tenths of a mile of McNully Road located in Clay County, Mississippi District Five (5)

This interlocal agreement shall be implemented upon approval by the Mississippi Attorney General as required by Section 17-31-1, et seq of the *Mississippi Code of 1972*, as

amended, and the Chancery Clerk of Clay County Mississippi upon execution of this Agreement, submit a true and exact copy of same to the Mississippi Attorney General for its consideration and approval in accordance with the "Interlocal Cooperation Act of 1974"

This the 14th day of August, 2013

CLAY COUNTY MISSISSIPPI

BY Floyd D. McKee
Vice President of
Board of Supervisors

ATTEST

[Signature]
Clerk of the Board of Supervisors

WEBSTER COUNTY, MISSISSIPPI

BY [Signature]
President of Board of Supervisors



ATTEST

[Signature]
Clerk of the Board of Supervisors

AN ORDER OF THE CLAY COUNTY BOARD OF SUPERVISORS
IN THE MATTER OF THE ABANDONMENT OF A
PORTION OF COSBY CORNER ROAD (ALSO SOMETIMES KNOWN
AS CROSBY CORNER ROAD) IN CLAY COUNTY, MISSISSIPPI

The matter of the proposed abandonment of a portion of Cosby Corner Road (sometimes known as Crosby Corner Road) came on for public hearing at 10:00 o'clock a.m. on the 14th day of August 2013, at the Clay County courthouse at 205 Court Street in the City of West Point, Mississippi. The meeting and hearing was attended by Supervisors Floyd McKee, Lynn Horton and Luke Lummus. A quorum was declared present. Vice-President Floyd McKee chaired the meeting and public hearing.

Notice of such hearing was published in the time and manner required by law with proof of such publication being made a part of these minutes and order.

The hearing was commenced at the published time. At such hearing, public input was invited and heard. At the conclusion of the hearing and after consideration and discussion of the matter, Supervisor Luke Lummus moved that the portion of Cosby Corner road hereinafter described be closed, vacated and abandoned as a public road pursuant to §65-7-121 of the Mississippi Code of 1972, as annotated, by reason that it is in the public interest that such portion be closed to-wit:

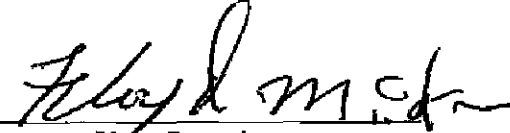
Commencing at a found PK Nail at the SE corner of the NE 1/4 of Section 6, T-17-S, R-7-E, Clay County, Mississippi, thence N00°12'00"E, a distance of 369.06 feet, thence West, a distance of 33.12 feet, thence N00°14'45"E a distance of 1,746.52 feet, thence along a curve having a radius of 594.99 feet, arc length of 158.37 feet, delta angle of 15°15'03" right, a chord bearing of N11°47'19"E, and a chord length of 157.91 feet, thence N00°12'00"E, a distance of 223.22 feet, thence N00°12'00"E, a distance of 102.90 feet, thence along a curve having a radius of 166.23 feet, arc length of 99.72 feet, delta angle of 34°22'19" right, a chord bearing of N20°36'45"W, and a chord length of 98.23 feet, thence East, a distance of 8.21 feet, thence N00°11'04' W, a distance of 63.30 feet to the point of beginning, from said point of beginning, thence N00°11'04"W, a distance of 1,705.77 feet, thence N00°11'00"E a distance of 1,789.75 feet, thence N00°11'26"E, a distance of 1,604.87 feet, thence East, a distance of 41.14 feet, thence S00°00'44"W, a distance of 1,360.09 feet, thence S00°04'03"E, a distance of 1,491.96 feet, thence S00°07'20"W, a distance of 1,342.91 feet, thence S00°07'58"W, a distance of 905.61 feet, thence N89°44'13"W, a distance of 43.22 feet to the point of beginning located in the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 and the NW 1/4 of the SW 1/4 and the SW 1/4 of the SW 1/4 of Section 32, T-16-S, R-7-E and the NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 31 T-16-S, R-7-E, Clay County, Mississippi and containing 5.546 acres, more or less.

The motion was seconded by Supervisor Lynn Horton The President thereby called for a vote on the motion, which vote was recorded as follow

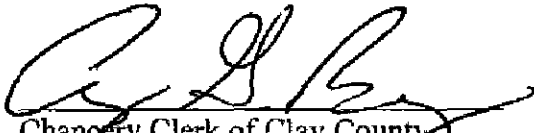
Supervisor Lynn Horton voted 'aye'
Supervisor Luke Lummus voted "aye"
Supervisor Floyd McKee voted "aye"

Having received a unanimous vote of the Supervisors present, the motion was declared to have passed unanimously

SO ORDERED this the 14th day of August, 2013


Vice-President

ATTEST


Chancery Clerk of Clay County

RESOLUTION OF THE BOARD OF SUPERVISORS OF CLAY COUNTY, MISSISSIPPI, ESTABLISHING THE CLAY COUNTY ECONOMIC DEVELOPMENT DISTRICT AND APPOINTING INITIAL TRUSTEES FOR THE MANAGEMENT OF SUCH ECONOMIC DEVELOPMENT DISTRICT, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING AND THE PERFORMANCE BY THE COUNTY OF ITS OBLIGATIONS THEREIN, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ECONOMIC DEVELOPMENT SERVICES AGREEMENT, AUTHORIZING THE EXECUTION OF AN AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CLAY COUNTY, MISSISSIPPI, THE CITY OF WEST POINT, MISSISSIPPI; ANNOUNCING INTENT TO ABANDON A PORTION OF A COUNTY ROAD AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING IN CONNECTION THEREWITH, AND APPROVING THE APPOINTMENT AND EMPLOYMENT OF VARIOUS PROFESSIONALS TO PERFORM WORK ON BEHALF OF THE COUNTY AND THE REIMBURSEMENT OF CERTAIN LEGAL COSTS INCURRED, AND TO BE INCURRED, BY THE GOLDEN TRIANGLE DEVELOPMENT LINK.

The Board of Supervisors (the "Board") of Clay County, Mississippi ("County") hereby finds, adjudicates and determines as follows

1 Any reference herein to the "Code" shall be deemed to refer to the Mississippi Code of 1972, as amended

2 There is a need in the County to provide for the continued economic development of the County by attracting new industries and expansion of existing industries

3 In order to further the above mentioned purposes, it is in the best interest of the County and its citizens that an Economic Development District be established

4 The Board is authorized pursuant to Code Section 19-5-99, to create and establish the economic development district hereinafter provided for

5 Yokohama Tire Corporation (the "Company") has been seeking a desirable location to construct, develop and operate a new tire manufacturing plant and related facilities,

the initial phase of which is expected to result in the creation of at least five hundred (500) new, full-time jobs, and is expected to require a capital investment of no less than Three Hundred Million Dollars (\$300,000,000) (the "Initial Project")

6 The Initial Project may subsequently be expanded to include one or more future development phases with the potential to result in as much as One Billion Dollars (\$1,000,000,000) in additional capital investment and the creation of as many as one thousand five hundred (1,500) additional new jobs (each such future development phases, a "Future Phase," and together with the Initial Project, the "Project")

7 The Board recognizes that the Company could locate the Project in other locations and desires to encourage the Company to locate the Project in the County for the benefit of its citizens, and has made specific proposals to the Company for the purpose of inducing the Company to locate the Project in the County

8 In order to memorialize such inducements and proposals to the Company, the Board desires to have such proposals and inducements, including those specifically authorized by the House Bill No. 1, First Extraordinary Session, 2013 (the "Eng Legislation"), which the Governor of the State of Mississippi signed into law, set forth in one or more valid, binding and enforceable agreements among the Company and/or one or more of the other parties to the MOU (as defined herein),

9 There has been presented to the Board a draft of a Memorandum of Understanding (the "MOU") pertaining to the Project by and between the Company, the County, the Clay County Economic Development District, the City of West Point, Mississippi (the "City"), the Mississippi Major Economic Impact Authority, the Mississippi Development

Authority, East Mississippi Community College and The Golden Triangle Development LINK, a copy of which is attached hereto as Exhibit "A."

10 There has been presented to the Board a draft of a First Amendment to Economic Development Services Agreement (the "LINK Agreement Amendment") by and between the County, the City, the West Point/Clay County Growth Alliance (the "Growth Alliance") and The Golden Triangle Development LINK (formerly, the Columbus-Lowndes Development LINK, the "LINK") (a copy of which is attached hereto as Exhibit "B"), which, upon the effective date thereof, will amend certain provisions of the Economic Development Services Agreement, dated as of April 17, 2012 (a copy of which is included in Exhibit "B"), by and among the same such parties, with respect to the Project (the "Original LINK Agreement," and as amended by the LINK Agreement Amendment, the "Amended LINK Agreement")

11 The performance by the County of its obligations under the MOU is conditioned upon, among other things, the execution of the LINK Agreement Amendment by the parties thereto

12 There has been presented to the Board a draft of a First Amendment to Interlocal Agreement (the "Interlocal Agreement Amendment," and together with the MOU and the LINK Agreement Amendment the "Project Agreements") by and between the County and the City (a copy of which is attached hereto as Exhibit "C"), which, upon the effective date thereof, will amend certain provisions of the Interlocal Agreement, dated as of July 10, 2012 (a copy of which is included in Exhibit "C"), by and between the County and the City, with respect to the Project (the "Original Interlocal Agreement," and as amended by the Interlocal Agreement Amendment, the "Amended Interlocal Agreement")

13 The performance by the County of its obligations under the MOU is conditioned upon, among other things, the execution of the Interlocal Agreement Amendment by the parties thereto

14 One or more of those circumstances enumerated in Code Section 65-7-121, subsections (a)-(d), is applicable to that portion of Crosby Corner Road extending from the southeast corner of Section 31, Township 16 South, Range 7 East, Clay County, Mississippi, to the northeast corner of Section 31, Township 16 South, Range 7 East, Clay County, Mississippi, including, without limitation, that it is in the public interest or convenience to close, vacate and abandon such road section

15 The performance by the County of its obligations under the MOU is conditioned upon, among other things, the timely, efficient and accurate performance of various surveying, design, engineering and construction management work to be performed by an engineer or engineering firm having a favorable reputation for skill and experience in such work, including, without limitation, the design, construction and installation of the Industrial Access Road (as such capitalized term is defined in the MOU)

16 The engineering firm, Calvert-Spradling Engineering, Inc has previously been appointed and employed as the County's engineer for various public projects, and has been performing certain initial survey, design and engineering work in connection with the Project to date The LINK, in compliance with Section 2 01 of the Economic Development Services Agreement, has identified and recommended to the Board that Calvert-Spradling Engineering, Inc be approved by the Board as the County's engineer to provide on behalf of the County such

surveying, design, engineering and construction management services as may be required for the County to fulfill its obligations under the MOU

17 Stephens, Inc , Little Rock, Arkansas, and Government Consultants, Inc , Jackson, Mississippi, have each provided certain initial advice to the LINK and the County with respect to the issuance and sale by the County of up to Eleven Million Dollars (\$11,000,000) aggregate principal amount of bonds to be issued thereby in accordance with Code Section 57-75-37(3)(c), as enacted by Section 6 of the Enabling Legislation, in connection with the Project (the "Project Bonds"), and the LINK, in compliance with Section 2 01 of the Economic Development Services Agreement, has identified and recommended to the Board that the appointment of Stephens, Inc , as the underwriter, and the appointment of Government Consultants, Inc , as the County's financial advisor, for the Project Bonds be approved by the Board.

18 The law firm, Butler, Snow, O'Mara, Stevens and Cannada, PLLC, Ridgeland, Mississippi, has previously been appointed and employed as the County's bond counsel, and has provided certain advice to the LINK and the County with respect to the issuance and sale by the County of the Project Bonds The LINK, in compliance with Section 2 01 of the Economic Development Services Agreement, has identified and recommended to the Board that Butler, Snow, O'Mara, Stevens and Cannada, PLLC be approved by the Board as the County's bond counsel with respect to the issuance and sale by the County of the Project Bonds

19 The law firm, Jones Walker LLP, Jackson, Mississippi, has provided, at the direction of the LINK, various initial legal services with respect to the Project, including but not limited to the preparation portions of the MOU and other such legal work required in connection with the Project, and the LINK, in accordance with Section 2 01 of the Economic

Development Services Agreement, has identified and recommended to the Board that Jones Walker LLP continue to serve as legal counsel for the LINK with respect to the Project, and has requested that, pursuant to Sections 2 01 and 3 01 of the Economic Development Services Agreement, the County reimburse the LINK for such legal fees due or which become due to Jones Walker LLP with respect to legal work performed, or to be performed, by such law firm in connection with the Project.

20 Because of the experience developed to date by Calvert-Spradling Engineering, Inc., Stephens, Inc., Governmental Consultants, Inc., Butler, Snow, O'Mara, Stevens and Cannada, PLLC and Jones Walker LLP, with respect to the Project, the continued involvement of such professionals in the Project is essential to the timely and efficient performance by the County of its obligations under the MOU

21 The Board now finds and determines that it would be in the best interest of the County and its citizens for the Board to establish the District, approve and execute the Project Agreements and perform the County's obligations pursuant thereto, close, vacate and abandon that section of Crosby Corner Road described above, approve the continued involvement of the professionals described above with respect to the Project and approve the payment and/or reimbursement, as applicable, of the associated professional fees and costs

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD, ACTING FOR AND ON BEHALF OF THE COUNTY, AS FOLLOWS

SECTION 1 Establishment of Economic Development District. There is hereby established pursuant to the provisions of Code Section 19-5-99 (the "EDD Act"), the Clay County Economic Development District (the "District") which shall be comprised of all of the County for the purposes of providing for the continued economic development of the County and

for any other purposes authorized by law. The District may exercise all powers granted to such economic development districts by, and shall be subject to, the provisions of the EDD Act. The management of the District should be and the same is hereby delegated to a Board of Trustees composed of five trustees. The trustees shall be qualified electors of the County. The following members of the initial Board of Trustees of the District are hereby approved and appointed: Lynn "Don" Horton, Luke Lummus, R. B. Davis, Shelton L. Deanes and Floyd T. McKee. The Board of Trustees of the District shall meet from time to time as may be deemed necessary by the Board of Trustees for the efficient operation and management of the business of the District, provided, however, that the first meeting of the Board of Trustees shall be held in the Clay County Courthouse immediately following the Board meeting at which the Board adopts this resolution establishing the District. This resolution shall supercede, amend and replace any prior county-wide economic development district created pursuant to the EDD Act, if any.

SECTION 2 Authorization of MOU. The MOU is hereby approved, and the President and the Clerk of the Board are hereby authorized to execute and deliver the MOU under the seal of the County for and on behalf of the County, in substantially the form attached hereto as Exhibit "A," with such completions, changes, insertions and modifications as shall be approved by the officers of the County executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval; all provisions of the MOU, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein, and in the event of any conflict between the provisions of this resolution and the provisions of the MOU, the provisions of the MOU shall govern.

SECTION 3 Authorization of LINK Agreement Amendment. The LINK Agreement Amendment is hereby approved, and the President and the Clerk of the Board are hereby

authorized to execute and deliver the LINK Agreement Amendment under the seal of the County for and on behalf of the County, in substantially the form attached hereto as Exhibit "B," with such completions, changes, insertions and modifications as shall be approved by the officers of the County executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval, all provisions of the LINK Agreement Amendment, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein, and in the event of any conflict between the provisions of this resolution and the provisions of the LINK Agreement Amendment, the provisions of the LINK Agreement Amendment shall govern.

SECTION 4 Authorization of Interlocal Agreement Amendment The LINK Agreement Amendment is hereby approved, and the President and the Clerk of the Board are hereby authorized to execute and deliver the Interlocal Agreement Amendment under the seal of the County for and on behalf of the County, in substantially the form attached hereto as Exhibit "C," with such completions, changes, insertions and modifications as shall be approved by the officers of the County executing and delivering the same, the execution thereof by such officers to be conclusive evidence of such approval, all provisions of the Interlocal Agreement Amendment, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein, and in the event of any conflict between the provisions of this resolution and the provisions of the Interlocal Agreement Amendment, the provisions of the Interlocal Agreement Amendment shall govern.

SECTION 5 County Road Abandonment The Board does hereby declare its intention, pursuant to the authority granted to the County in accordance with Code Sections 57-75-17(1)(f) and 65-7-121, to close, vacate and abandon as part of the County road system that portion of

Crosby Corner Road extending from the southeast corner of Section 31, Township 16 South, Range 7 East, Clay County, Mississippi, to the northeast corner of Section 31, Township 16 South, Range 7 East, Clay County, Mississippi, and pursuant to Code Section 65-7-121(2), the Board shall hold a hearing at its regular meeting place at the County Courthouse located at 205 Court Street, West Point, Mississippi at 9 00 a.m. on the 23rd day of May, 2013, or at some meeting held subsequent thereto, and hereby directs the Clerk of the Board to publish notice of such hearing no less than once per week for two (2) consecutive weeks in a newspaper having general circulation in the County

SECTION 6 Approval of Professional Appointments

(A) Calvert-Spradling Engineering, Inc. is hereby approved, and is appointed and employed, as the County's engineer with respect to the Project and the performance by the County of its obligations under the MOU, including without limitation the performance of various surveying, design, engineering and construction management work required for the timely construction and installation of the Industrial Access Road (as such capitalized term is defined in the MOU) and such other work as may be directed by the President of the Board or other authorized agents or employees of the County from time to time All fees and charges for such work may be paid using a portion of the proceeds from the issuance and sale of the Project Bonds or with other funds available to the County

(B) Stepler Inc, Little Rock, Arkansas, is hereby approved, and is appointed and employed as the underwriter for any Project Bonds, and Government Consultants, Inc is hereby approved, and is appointed and employed, as the County's

financial advisor, for the Project Bonds, and further that all fees and charges of both Stephens, Inc and Government Consultants, Inc may be paid using a portion of the proceeds from the issuance and sale of the Project Bonds or with other funds available to the County

(C) Butler, Snow, O'Mara, Stevens and Cannada, PLLC, is hereby approved, and is appointed and employed as the County's bond counsel for the Project Bonds, and all legal fees due or which become due to such law firm arising from the issuance and sale of the Project Bonds may be paid using a portion of the proceeds from the issuance of sale of the Project Bonds or with other funds available to the County

(D) The retention by the LINK of the law firm, Jones Walker LLP, to continue to serve as legal counsel for the LINK in connection with the Project, and the reimbursement of the LINK for such legal fees due or which become due to Jones Walker LLP, with respect to legal work performed, or to be performed, by such law firm in connection with the Project, is hereby approved, and further that any such legal fees and charges may be paid using a portion of the proceeds from the issuance and sale of the Project Bonds or with other funds available to the County

SECTION 7 Authority of Agents The members of the Board, the President of the Board, the Clerk of the Board and the attorneys and/or other agents or employees of the County are hereby authorized to do all things and to execute such instruments which are required of them or contemplated in the Project Agreements or which any such member, clerk, attorney agent or employee of the County deems necessary or desirable to effect the purposes of or to enable the County to perform its obligations hereunder or thereunder

SECTION 8 Captions The captions or headings of this resolution are for convenience only and in no way define, limit or describe the scope or intent of any provision of these resolutions

After discussion, Supervisor Luke Lummus moved and Supervisor Lynn Horton seconded the motion to adopt the foregoing resolution and, the question being put to a roll call vote, the result was as follows

Supervisor Lynn "Don" Horton
Supervisor Luke Lummus
Supervisor R. B Davis
Supervisor Shelton L Deanes
Supervisor Floyd T McKee

voted: Aye
voted: Aye
voted: Aye
voted: Aye
voted: Aye

The motion having received the affirmative vote of a majority of the Supervisors present, the motion was declared passed by the President on this the 29th day of April, 2013

Shelton L Deanes
President, Board of Supervisors

ATTEST

[Signature]
Clerk, Board of Supervisors



STATE OF MISSISSIPPI
COUNTY OF CLAY
I Amy G Berry, Chancery Clerk in and for said county and state, do hereby certify that the above and foregoing is a true and correct copy of Resolution as same as appears on record in MA 139 in the office of the Chancery Clerk in West Point Mississippi
Given under my hand and official seal this 29th day of April A D 2013
AMY G BERRY Chancery Clerk
CLAY COUNTY, MISSISSIPPI
[Signature]

290

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF CLAY } SS

NOTICE OF PUBLIC HEARING IN THE MATTER OF THE INTENT OF THE BOARD OF SUPERVISORS OF CLAY COUNTY MISSISSIPPI TO ABANDON A SECTION OF COSBY CORNER ROAD (SOMETIMES KNOWN AS CROSBY CORNER ROAD) IN CLAY COUNTY MISSISSIPPI

— Natasha Watson being duly sworn says

That she is Classified Clerk of the Daily Times Leader a daily newspaper of general circulation printed and published in West Point Clay County Mississippi that the publication a copy of which is attached hereto was published in the said newspaper on the following dates

July 28 2013 July 30 2013

That said newspaper was regularly issued and circulated on those dates

SIGNED

Natasha Watson

Classified Clerk

Subscribed to and sworn to me this 30th day of July 2013

Sara Kayte Benson

Notary Public

00000252 00019412 6624944836

Edwards Storey Marshall Helveston & Easterling/DTL
PO Box 835
West Point MS 39773

PLEASE TAKE NOTICE that at 10:00 o'clock a.m. on the 14th day of August 2013 a public hearing will be held at the Clay County courthouse at 205 Court Street in the City of West Point Mississippi on the question of the abandonment of a portion of Cosby Corner Road (sometimes known as Crosby Corner Road) in Clay County Mississippi such portion to be abandoned being described as follows
Commencing at a found P.K. Nail at the SE corner of the NE 1/4 of Section 6 T 17 R 7 E Clay County Mississippi thence N00°12'00" E a distance of 369.05 feet thence West a distance of 33.12 feet thence N00°14'45" E a distance of 1746.52 feet thence along a curve having a radius of 594.99 feet, arc length of 158.37 feet, delta angle of 15°15'03" right a chord bearing of N11°47'19" E and a chord length of 157.91 feet thence N00°12'00" E a distance of 223.22 feet thence N00°12'00" E a distance of 102.90 feet thence along a curve having a radius of 166.23 feet arc length of 99.72 feet delta angle of 34°22'19" right a chord bearing of N20°36'45" W and a chord length of 98.23 feet thence East a distance of 8.21 feet thence N00°11'04" W a distance of 63.30 feet to the point of beginning from said point of beginning thence N00°11'04" W a distance of 1705.77 feet thence N00°11'00" E a distance of 1789.75 feet thence N00°11'26" E a distance of 1604.87 feet thence East a distance of 41.14 feet thence S00°00'44" W a distance of 1360.09 feet thence S00°04'03" E a distance of 1491.96 feet thence S00°07'20" W a distance of 1342.91 feet thence S00°07'58" W a distance of 905.61 feet thence N89°44'13" W a distance of 43.22 feet to the point of beginning located in the NW 1/4 of the NW 1/4 and the SW 1/4 of the NW 1/4 and the NW 1/4 of the SW 1/4 and the SW 1/4 of the SW 1/4 of Section 32 T 16 S R 7 E and the NE 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 and the NE 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 31 T 16 S R 7 E Clay County Mississippi and containing 5.546 acres more or less

Public input is invited
This the 25th day of July 2013

/s/Amy G. Berry
Amy G. Berry Clay County
Chancery Clerk

Publish July 28 and July 30 2013



Filed On This Date
Clay County Chancery Clerk

AUG - 7 2013

Amy G. Berry
Chancery Clerk

Clay County Board of Supervisors
Public Hearing for the Closing of Cosby Corner Road
Held at 10 00 a.m

- 1 *Bob Minkley*
- 2 *John H.*
- 3 *Robert L. Calvert*
- 4 *Robert Mink*
- 5 *Robert L. Calvert*
- 6 *David Duke*
- 7 *E. M. Miller*
- 8 *Brian Jones*
- 9 *Jim Gist*
- 10 *Ron Maloney*
- 11 *John Hambley*
- 12 *Jocinda Clary*
- 13 *Paige Lamkin*
- 14 *J. L. King*
- 15 _____
- 16 _____
- 17 _____
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- 22 _____
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- 25 _____
- 26 _____
- 27 _____
- 28 _____


NO _____

IN THE MATTER OF RECESS

There came on this day for consideration the matter of recessing

After motion by Luke Lummus and second by Lynn Horton this Board doth vote
unanimously to recess until Thursday, August 22, 2013, at 9 00 a m

SO ORDERED this the 14th day of August, 2013



Vice President