CITY OF CLINTON
REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, MAY 16, 2006 – 7:00 P.M.
MUNICIPAL COURTROOM - 305 MONROE STREET

WELCOME AND CALL TO ORDER – Mayor Rosemary Aultman

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The invocation was led by Alderman Bishop, prior to the Pledge of Allegiance to the Flag; Alderman Fisher presented to the Mayor and the City of Clinton a framed U.S. flag that flew over Baghdad, Iraq and Afghanistan. Alderman Fisher presented this flag with his thanks for the support of the City of Clinton which was followed by the Pledge of Allegiance to the Flag led by Alderman Fisher.

ROLL CALL – City Clerk, Russell Wall

Present:
Jehu Brabham – Alderman-at-Large
Tony Hisaw – Alderman Ward 1
Tony Greer - Alderman Ward 2
Mike Bishop – Alderman Ward 3
Phil Fisher – Alderman Ward 4
Mike Morgan – Alderman Ward 5
William Barnett – Alderman Ward 6

APPROVAL OF AGENDA ITEMS A-V

MOTION made by Alderman Brabham and **SECONDED** by Alderman Barnett to approve Consent Agenda Items A-V. Item C will serve to advertise favorably the opportunities, possibilities and resources of The City of Clinton. **MOTION CARRIED UNANIMOUSLY**

PRELIMINARY SITE PLAN FOR A CHILD CARE CENTER TO BE LOCATED AT 457 E. NORTHSIDE DRIVE

Upon presentation by Gary Ward, Community Development Director, **MOTION** made by Alderman Bishop and **SECONDED** by Alderman Hisaw to approve a preliminary site plan for a child care center to be located at 457 E. Northside Drive. A copy of the site plan is on file with the Community Development Director. **MOTION CARRIED UNANIMOUSLY**

APPOINTMENT OF NANCY DAVIS TO THE PLANNING AND ZONING COMMISSION TO FILL AN UN-EXPIRED TERM UNTIL JANUARY 2007

Upon presentation by Mike Bishop, Alderman Ward 3, **MOTION** made by Alderman Greer and **SECONDED** by Alderman Hisaw to approve the appointment of Nancy Davis to the Planning and Zoning Commission to fill an un-expired term until January 2007. **MOTION CARRIED UNANIMOUSLY**

ACCEPTANCE OF THE FINAL PLAT FOR WINDFALL SUBDIVISION

Upon presentation by Richard Broome, City Engineer, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to approve the final plat for Windfall Subdivision. **MOTION CARRIED UNANIMOUSLY**

BID OPENING AWARD FOR MATERIAL FOR THE ARROW DRIVE WATER LINE EXTENSION

Upon presentation by Tim Rogers, Public Works Director, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to award the bid for material for the Arrow Drive 8' Water Main Extension to Central Pipe Supply, Inc. as having the lowest and best bid in the amount of $32,142.39. **MOTION CARRIED UNANIMOUSLY**

RESOLUTION DECLARING THE ABSENCE OF ANY PROTEST AGAINST THE ENTRY INTO A LOAN BY THE CITY OF CLINTON, MS FROM THE MISSISSIPPI DEVELOPMENT BANK IN THE PRINCIPAL AMOUNT NOT TO EXCEED $10,500,000.00

Upon presentation by Russell Wall, City Clerk, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Hisaw to approve a resolution declaring the absence of any protest against the entry into a loan by the City of Clinton, MS from the Mississippi Development Bank in the principal amount not to exceed $10,500,000.00. A copy of the resolution is attached. **MOTION CARRIED UNANIMOUSLY**

GROUND LEASE OF OLD VICKSBURG ROAD WATER TANK WITH THE CLINTON PUBLIC SCHOOLS

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to authorize Mayor Aultman to enter into a ground lease with the Clinton Public Schools for up to 25 years at $10.00 per year plus a portion of any subleases entered between the City and third parties after January 1, 2006. The legal description of the property is essentially the property at the Old Vicksburg Road water tower. A copy of the legal description is attached. **MOTION CARRIED UNANIMOUSLY**

VERIZON LEASE-OLD VICKSBURG ROAD WATER TANK

Upon presentation by Ken Dreher, City Attorney, **MOTION** made by Alderman Brabham and **SECONDED** by Alderman Greer to authorize Mayor Aultman to enter into a 30-year lease with Verizon to permit use of the Old Vicksburg Road water tower for telecommunications purposes. The lease will utilize the standard lease previously used on other City water towers and is subject to review by Public Works and the City Engineer as to the equipment to be placed on the tower. The lease will begin at $18,000 per year plus the additional amount agreed to by the Clinton Public School system as additional rent. A copy of the proposed lease is attached. **MOTION CARRIED UNANIMOUSLY**

ADJOURN 7:48 P.M.

MOTION made by Alderman Brabham and **SECONDED** by Alderman Bishop to adjourn.
MOTION CARRIED UNANIMOUSLY

APPROVED: Rosemary G. Aultman — May 22, 2006
Rosemary Aultman, Mayor — Date

ATTEST: Russell L. Wall — May 22, 2006
Russell L. Wall, City Clerk — Date

BOARD APPROVED

MAY 16 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE:

AGENDA ITEM NO. 7.

CONSENT AGENDA:

TO:

FOR:

ACCT. NO :

DISCUSSION/ACTION: Preliminary Site Plan
457 E. Northside Drive
Paul and Ben Byrd

INTRODUCED BY: Gary Ward TELEPHONE: 924-2256

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution x	Contract	

RECOMMENDATION: Planning and Zoning Commission recommends approval.

BOARD ACTION:

MOTION MADE BY: Bishop

SECONDED BY: Hisaw

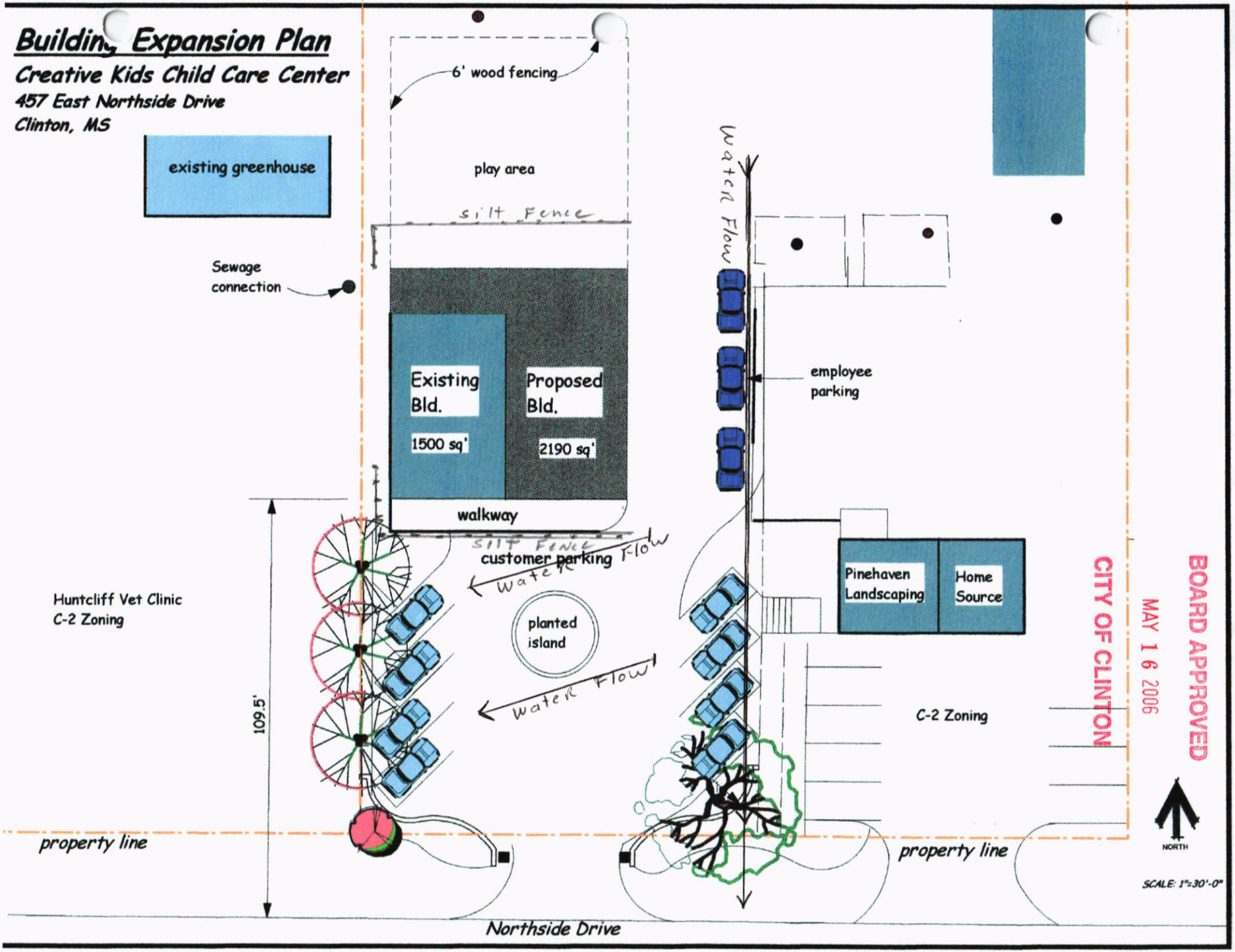
VOTE CAST:	"AYE"		"NAY"	ACTION TAKEN:
Brabham	✓			
Hisaw	✓			
Greer	✓			
Bishop	✓			
Fisher	✓			
Morgan	✓			
Barnett	✓			
Mayor Aultman				

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

Building Expansion Plan

Creative Kids Child Care Center

457 East Northside Drive
Clinton, MS



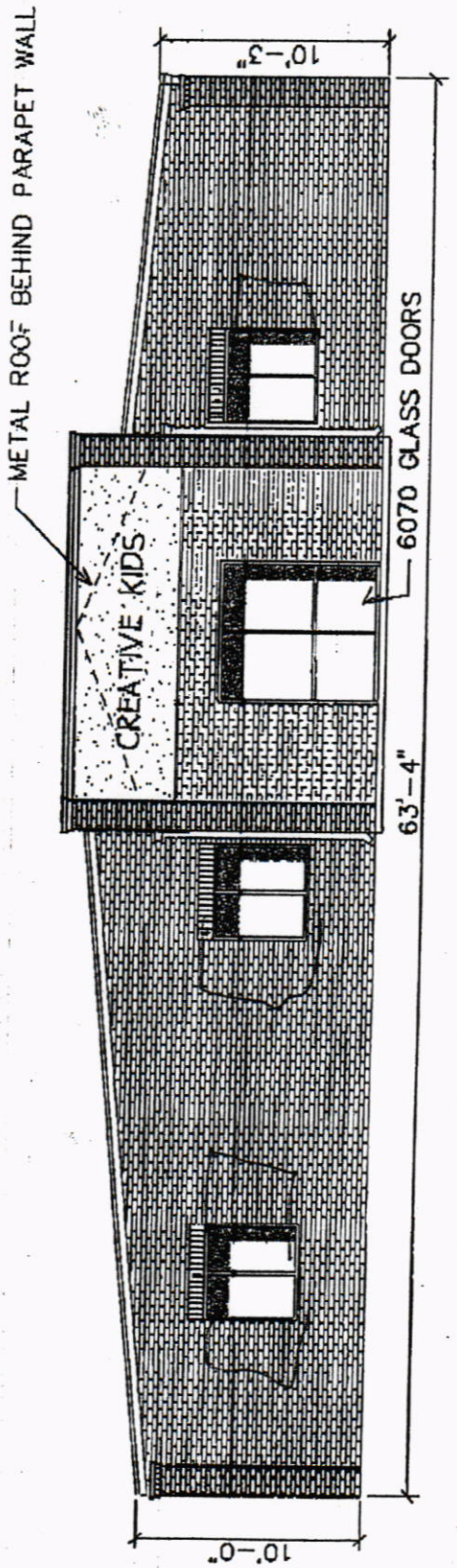
BOARD APPROVED
MAY 16 2006
CITY OF CLINTON

SCALE: 1"=30'-0"

BOARD APPROVED

MAY 16 2006

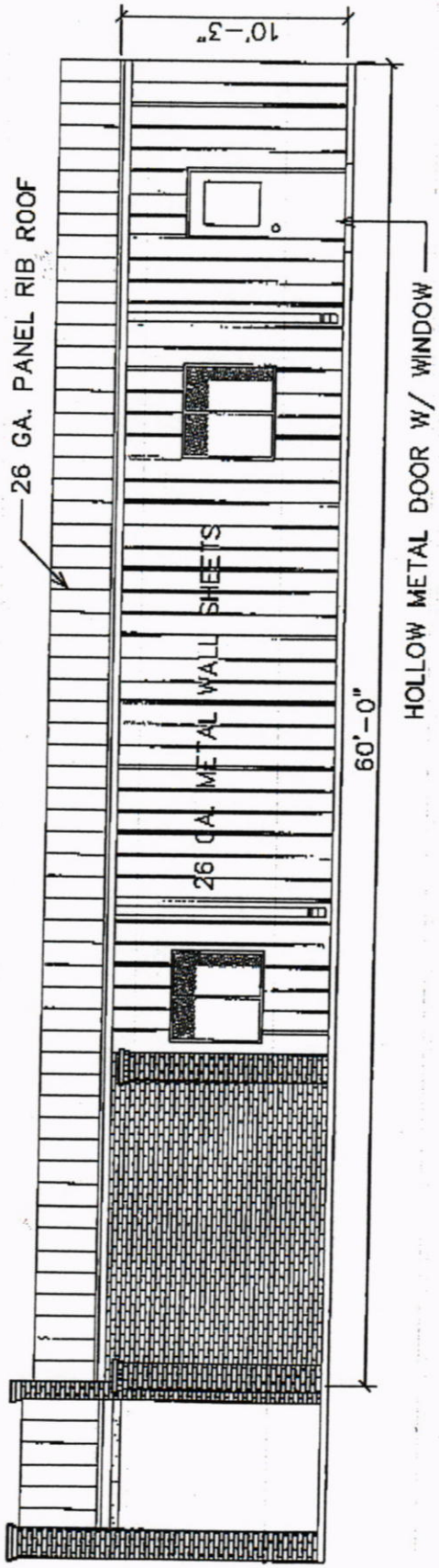
CITY OF CLINTON



BOARD APPROVED

MAY 16 2006

CITY OF CLINTON



BOARD APPROVED

MAY 16 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 16, 2006 AGENDA ITEM NO. 8

CONSENT AGENDA: TO: .

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Appointment of Nancy Davis to the Planning/Zoning Commission to Fill an Unexpired Term till January 2007.

INTRODUCED BY: Mike Bishop, Alderman Ward 3

BOARD ACTION: MOTION MADE BY: Greer

SECONDED BY: Hisaw

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

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BOARD APPROVED
MAY 16 2006
CITY OF CLINTON

NANCY N. DAVIS
504 Hampton Street
Clinton, Mississippi 39056
601-924-7445
Email: pudnan@jam.rr.com

Born:	Montgomery, AL
High School:	Hattiesburg, MS (1957)
B.S.:	Mississippi College (1961)
M.A.:	Mississippi College (1992) Supervision and Administration
Moved to Clinton:	504 Hampton Street (1973)
Husband:	Dr. Charles "Puddin" Davis, Professor of Christian Studies Dept. (retired)

- I have been active in every phase of community life, church, college, neighborhood, schools, clubs, sports and Chamber of Commerce, etc.

- Served two (2) terms as Alderman, Ward 3. Planning & Zoning was always my special interest because of the importance of the decisions recommended to the future of Clinton.

- Returned to public school teaching in 1989. Retired from JPS.

Clinton is my home. It will continue to be my home, and I would pledge to unselfishly make decisions for the GREATER GOOD of the community.

BOARD APPROVED

MAY 16 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 16, 2006 AGENDA ITEM NO. 9.

CONSENT AGENDA: $ TO:

FOR:

ACCOUNT NO.:

INTRODUCED BY:

DISCUSSION/ACTION: Acceptance of final plat for Windfall Subdivision

INTRODUCED BY: Richard L. Broome, P.E.

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Hisaw

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

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BOARD APPROVED
MAY 16 2006
CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 16, 2006 AGENDA ITEM NO. 10

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Bid Opening Award for Material for Arrow Drive Water Line

INTRODUCED BY: Tim Rogers, Director of Public Works

BOARD ACTION: MOTION MADE BY: Bishop

SECONDED BY: Greer

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

BID OPENING REPORT

Project: Material for Arrow Dr. 8" Water Main Extension

Bid Date: May 8, 06 at 10:00 a.m. p.m.

BOARD APPROVED
MAY 16 2006
CITY OF CLINTON

Location: City Hall
300 Jefferson Street
Clinton, MS 39056

Owner: City of Clinton

Engineer: _____

Pre Bid Estimate: _____

BIDDER	C.O.R. #	BID BOND	BASE BID	ALTERNATIVE #1	ALTERNATIVE #2	TOTAL BASE BID & ALTERNATIVES
Central Pipe			32,142.39			
Consolidated Pipe			33,923.00			
Faulkner Pipe			32,578.00			
Hughes Supply			33,364.00			
Summit Pipe + Supply			34,194.66			
Utility Pipe Supply			33,677.00			

The above bid amounts have not been checked. The bid totals are subject to correction after the bids have been completely reviewed.

Signed: Carol Warren, Deputy

Date: 5-8-06

CENTRAL PIPE SUPPLY, INC.

PIPE / VALVES / FITTINGS

Check out our web site @ www.centralpipe.com

101 WARE RD. PEARL, MS 39208
P. O. BOX 5470
PEARL, MISSISSIPPI 39288-5470
(601) 939-3322
WATS 1-800-844-7700
FAX (601) 932-8944
Email: cpsj@centralpipe.com

3998 RUNWAY RD. MEMPHIS, TN 38118
P. O. BOX 18940
MEMPHIS, TENNESSEE 38181-0940
(901) 365-1260
WATS 1-800-888-7448
FAX (901) 363-5571
Email: cpsm@central pipe.com

6310 LINDSEY ROAD
LITTLE ROCK, ARKANSAS 72206
(501) 490-0800
WATS 1-800-950-1123
FAX (501) 490-1118
Email: cpsl@centralpipe.com

5/5 2006

To City of Clinton

MS

Your No

Project Bid: Arrow Drive Water Main Extension

Date Required

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE UNIT	TOTAL
	3,500'	8" PVC C-900 DR-18 Pipe CL/150	6.20' ft.	21,700.00
	6	8" DI MJ Gate Valve w/Acc.	305.00 ea.	1,830.00
	1	8" DI MJ Tee w/Acc.	96.66 ea.	96.66
	1	8" DI MJ 90° Ell w/Acc.	69.93 ea.	69.93
	10	8"x6" DI MJ Tee w/Acc.	89.64 ea.	896.40
	10	5 1/4" 3-Way Fire Hydrant 3' Bury 6" MJ Shoe (American Darling)	605.00 ea.	6,050.00
	20	6"x13" DI MJ Anchor Coupling	48.87 ea.	977.40
	18	24"-36" CI Valve Box Complete w/Lid	29.00 ea.	522.00
			Total: $	32,142.39

American Valves ✓

BOARD APPROVED

MAY 16 2006

CITY OF CLINTON

Shipping Date Stock

The above prices are F.O.B. Clinton, MS

Terms: net 30

We thank you for the opportunity of serving you and trust we may have the pleasure again.

CENTRAL PIPE SUPPLY

By Daniel Townsend

AF&S (R. 02/2004)

FAULKNER PIPE COMPANY, INC.

P. O. BOX 4713 • GREENVILLE, MS 38704-4713

PHONES:
WATS 800-647-8231
Local 662-332-6812
Fax 662-335-3420

QUOTATION ONLY

DATE	SALESMAN	PRICE GOOD FOR	DELIVERY	TERMS
5-8-06		10 days	Clinton	

QUOTATION FOR: City of Clinton

ACCEPTED BY:

WE ARE PLEASED TO QUOTE TO YOU THE FOLLOWING PRICES AS PER YOUR REQUEST

QUANTITY ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
3500'	8" C-900 DR18	6.16	21560.00
6	8" M/J Gate Valves w/Acc. M+H Brand	335.00	2010.00
1	8" M/J Tee w/Acc.	105.00	105.00
1	8" M/J 90° Bend w/Acc.	75.00	75.00
10	8x6 M/J Tees w/Acc.	98.00	980.00
10	5/4 3way 3' Bury 6" M/J M+H Hydrants	625.00	6250.00
20	6x13 M/J Anchoring Couplings	52.00	1040.00
18	24-36 Valve Box	31.00	558.00
			32,578.00

By: Rush Shepherd

THE HOME DEPOT SUPPLY

HUGHES

220-A One Stop Place
Pearl, MS 39208

Jason Reed
Sales Representative

Phone: (601) 420-2085
Fax: (601) 420-3610
Cell: (601) 238-2189

Customer:	**Clinton City of**	Phone:	601-924-2239
Attention:	Mr. Russell Wall, City Clerk	Fax:	601-924-8532
Job Name:	Materials Arrow Drive 8in Water Main Extension	Terms:	Net 30
Engineer:		Date:	05/08/06
Bid Date:	8-May	Quote good for:	**30 Days**

Subject to Terms and Conditions of Sale

JOB QUOTATION

Item	Qty	Size	Description	Unit Price	Unit	Ext Price
1	3500	8"	C-900 DR-18 PVC Pipe	$ 6.33	ft	$ 22,155.00
2	6	8"	CI MJ Gate Valve w/Access	$ 350.00	ea	$ 2,100.00
3	1	8 x 8	DI MJ Tee w/Access	$ 107.00	ea	$ 107.00
4	1	8"	DI MJ 90 w/Access	$ 77.00	ea	$ 77.00
5	10	8 x 6	DI MJ Tee w/Access	$ 98.00	ea	$ 980.00
6	10	5 1/4	3-Way Fire Hydrant, 3' bury, 6" shoe	$ 628.00	ea	$ 6,280.00
7	20	6 x 12	DI MJ Anchoring Coupling	$ 54.00	ea	$ 1,080.00
8	18	24-36	CI Valve Box w/lid	$ 32.50	ea	$ 585.00
				Total		**$ 33,364.00**

HUGHES SUPPLY

220-A One Stop Place
Pearl, MS 39208

Jason Reed
Sales Representative

Phone: (601) 420-2085
Fax: (601) 420-3610
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5	10	8 x 6	DI MJ Tee w/Access	$ 98.00	ea	$ 980.00
6	10	5 1/4	3-Way Fire Hydrant, 3' bury, 6" shoe	$ 628.00	ea	$ 6,280.00
7	20	6 x 12	DI MJ Anchoring Coupling	$ 54.00	ea	$ 1,080.00
8	18	24-36	CI Valve Box w/lid	$ 32.50	ea	$ 585.00

Total **$ 33,364.00**

Consolidated Pipe & Supply Company, Inc.
5285 Greenway Drive
Jackson, MS 39204
601-922-6600 Phone 601-922-2611 Fax

UTILITY QUOTATION

Company Name:	CITY OF CLINTON, MS		**Date:**	4/25/2006
Attention:	RUSSELL WALL, CITY CLERK		**Engineer:**	
Subject:	SEALED BID F/ ARROW DRIVE TO OPEN 5-08-06		**Terms:**	
Item	**Quantity**	**Description**	**Unit Price**	**Extension**
	3500	8 DR-18 C-900 PVC PIPE	$ 6.26	$ 21,910.00
	6	8 MJ GATE VALVE W/ ACCY	$ 380.00	$ 2,280.00
	1	8X8 DI MJ TEE W/ACCY	$ 99.00	$ 99.00
	1	8 DI MJ 90 W/ ACCY	$ 80.00	$ 80.00
	10	8X6 DI MJ TEE W/ ACCY	$ 82.00	$ 820.00
	10	5-1/4 3 WAY 3' BURY 6" MJ SHOE FIRE HYDRANT	$ 711.00	$ 7,110.00
	20	6X13 MJ ANCHORING CPLG	$ 56.00	$ 1,120.00
	18	24-36 CI VALVE BOX W/ LID	$ 28.00	$ 504.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Sub-Total	$ 33,923.00
			Total	$ 33,923.00

Michael Murray

Quoted By: Michael Murray
Title: Sales Representative

All quantities and materials listed are our interpretation of the specifications and are not guaranteed. Material warranties are limited to that of the manufacturers only. All agreements are subject to correction of clerical errors and omissions and are contingent upon strikes, accidents, delays of carriers and all other causes beyond our control. In all cases unit prices will apply.

Quotation

UTILITY PIPE SUPPLY, INC.
P.O. BOX 630
109 CAMPBELL DR.
FLORA, MS 39071

Quote Number: 681

Quote Date: May 5, 2006

Quoted to:
CITY OF CLINTON
P.O. BOX 156
CLINTON, MS 39056

Customer ID	Good Thru	Payment Terms	Sales Rep
CLICIT	6/4/06	Net 30 Days	8

Quantity	Item	Description	Unit Price	Extension
3,500.00	8C900	8 C-900 DR 18 CLASS 150	6.47	22,645.00
6.00	MH8MJGV	8" MJ GATE VALVE with Acc	330.00	1,980.00
1.00	DMT88	8" MJ TEE	100.00	100.00
1.00	DMB890	8" MJ 90 ELL	72.00	72.00
10.00	DMT86	8" X 6" MJ TEE	93.00	930.00
10.00	MH3W4FT6MJ	3-WAY 4'0" BURY 6" MJ SHOE HYD	650.00	6,500.00
20.00	SSA613	6" X 13" ANCHOR COUPLING	50.00	1,000.00
18.00	562S	562-S VALVE BOX	25.00	450.00

Subtotal	33,677.00
Sales Tax	
Total	33,677.00

Summit Pipe and Supply Co. of MS, Inc.
450 Industrial Drive
Jackson, MS 39209

Phone: 888-212-1683
Fax: 601-353-0084
Dennis McKinley

Order by:

Project: Arrow Drive
City of Clinton

Release by:

Bid Date: 8-May-06

Ship by:

Project Quotation

Item	Quantity	Unit	Description	Unit	Ext Amount
1	3500	ft.	8" DR- 18 C900 PVC PIPE	$ 6.38	$ 22,330.00
2	6	ea.	8" MJ Gate Valves w/ access.	$ 348.60	$ 2,091.60
3	1	ea.	8" MJ Tee w / access.	$ 109.00	$ 109.00
4	1	ea.	8" MJ 90' Bend w/ access.	$ 79.60	$ 79.60
5	10	ea.	8" x 6" MJ Tee w/ access.	$ 101.00	$ 1,010.00
6	10	ea.	5-1/4" 3' bury 3-way 6" Shoe Clow Fire Hydrant	$ 684.00	$ 6,840.00
7	20	ea.	6" x 12" long Anchoring Coupling	$ 57.50	$ 1,150.00
8	18	ea.	24"- 36" Adjustable Cast Iron Valve Box	$ 32.47	$ 584.46
					$ 34,194.66

Dennis McKinley

SUMMIT
PIPE & SUPPLY
Company of Mississippi, Inc.
www.summitpipe.com

Dennis McKinley
E-mail: dmckinley@summitpipe.com
Cell 601-668-5894

450 Industrial Drive
Jackson, MS 39209
Phone: 601-353-0073
Toll Free: 888-212-1683
Fax: 601-353-0084

BOARD APPROVED

MAY 16 2006

CITY OF CLINTON

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD MEETING DATE: May 16, 2006 AGENDA ITEM NO. 11.

CONSENT AGENDA: TO:

FOR:

ACCOUNT NO:

INTRODUCED BY:

DISCUSSION/ACTION: Resolution Declaring the Absence of any Protest Against the Entry into a Loan by the City of Clinton, MS, from the Mississippi Development Bank in the Principal Amount not to Exceed Ten Million Five Hundred Thousand Dollars ($10,500,000.00)

City Clerk

INTRODUCED BY: Russell Wall,

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Hisaw

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE GIVES THE CLERK TIME TO PREPARE THE AGENDA AND ALSO TO COPY THE AGENDA. PLEASE REMEMBER ALL OF THIS TAKES SOME TIME AND THIS IS WHY WE HAVE THIS DEADLINE. THANKS.

BOARD APPROVED

MAY 16 2006

CITY OF CLINTON

The Clerk reported that pursuant to a resolution declaring the intention of the Mayor and Board of Aldermen (the "Governing Body") of the City of Clinton, Mississippi (the "City"), to enter into a loan with the Mississippi Development Bank whereby the City will borrow a maximum principal amount not to exceed Ten Million Five Hundred Thousand Dollars ($10,500,000) (the "Loan") for the purpose of providing funds necessary to design, erect, equip and furnish municipal buildings, to purchase land therefor, if any; to design and erect a public library and purchase land, if any, equipment and books therefor; to construct, improve and pave streets and purchase land therefor, if any; to acquire, construct and/or improve water works systems, water supply systems, sewage systems and sewerage disposal systems, and to purchase property, real and personal, therefor, if any; and for related purposes within the City, he did cause notice of intention to enter into said Loan to be published in *The Clinton News*, a newspaper having a general circulation in the City, on April 27, May 4 and May 11, 2006, as evidenced by proof of publication filed in the office of the Clerk and presented herewith to the Governing Body. The Clerk further reported that no written protest of any kind or character against the entry into said Loan had been filed in the Clerk's office. Thereupon, Alderman _____ moved the adoption of the following resolution:

A RESOLUTION DECLARING THE ABSENCE OF ANY PROTEST AGAINST THE ENTRY INTO A LOAN BY THE CITY OF CLINTON, MISSISSIPPI, FROM THE MISSISSIPPI DEVELOPMENT BANK IN THE PRINCIPAL AMOUNT NOT TO EXCEED TEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($10,500,000).

WHEREAS, under the power and authority granted by the Laws of the State of Mississippi and particularly under Section 31-25-1 *et seq.* and Section 21-33-301 *et seq.* of the Mississippi Code of 1972, as amended, the Mayor and Board of Aldermen (the "Governing Body") on April 18, 2006, did adopt a certain resolution entitled:

A RESOLUTION OF THE MAYOR AND ALDERMEN OF THE CITY OF CLINTON, MISSISSIPPI, DECLARING THE INTENTION OF THE CITY TO AUTHORIZE THE BORROWING OF AN AMOUNT NOT TO EXCEED TEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($10,500,000) PURSUANT TO SECTIONS 31-25-1 *ET. SEQ.* AND/OR SECTION 21-33-301 *ET SEQ.*, MISSISSIPPI CODE OF 1972, AS AMENDED, BY ENTERING INTO ONE OR MORE LOAN AGREEMENTS WITH THE MISSISSIPPI DEVELOPMENT BANK FOR THE PURPOSE OF PROVIDING FUNDS NECESSARY TO DESIGN, ERECT, EQUIP AND FURNISH MUNICIPAL BUILDINGS, TO PURCHASE LAND THEREFOR, IF ANY; TO DESIGN AND ERECT A PUBLIC LIBRARY AND PURCHASE LAND, IF ANY, EQUIPMENT AND BOOKS THEREFOR; TO CONSTRUCT, IMPROVE AND PAVE STREETS AND PURCHASE LAND THEREFOR, IF ANY; TO ACQUIRE, CONSTRUCT AND/OR IMPROVE WATER WORKS SYSTEMS, WATER SUPPLY SYSTEMS, SEWAGE SYSTEMS AND SEWERAGE DISPOSAL SYSTEMS, AND

TO PURCHASE PROPERTY, REAL AND PERSONAL, THEREFOR, IF ANY; AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, the entire text of the said resolution was published once a week for at least three (3) consecutive weeks in the *Clinton News*, a newspaper having a general circulation within the City, and was so published in said newspaper on April 27, May 4 and May 11, 2006, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk, the first publication of which was made not less than twenty-one (21) days prior to May 16, 2006, and the last publication having been made not more than seven (7) days prior thereto, said date being the date fixed in said resolution on or prior to which a written protest by qualified electors against the entry by the City into the Loan might be filed and on which the Governing Body would take further action to provide for the entry by the City into the Loan;

WHEREAS, at or prior to the hour of 7:00 o'clock p.m. on May 16, 2006, no written protest of any kind or character was filed or presented by qualified electors against the entry by the City into the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CLINTON, MISSISSIPPI, AS FOLLOWS:

SECTION 1. That all of the findings of fact made and set forth in the preamble to this resolution shall be and the same are hereby found, declared and adjudicated to be true and correct.

SECTION 2. That the Mayor and Board of Aldermen of the City of Clinton, Mississippi, is now fully authorized and empowered under the provisions of Section 31-25-1 *et seq.* and Section 21-33-301 *et seq.* of the Mississippi Code of 1972, as amended, to proceed with the entry into the Loan with the Mississippi Development Bank without an election on the question of entry therein.

SECTION 3. That the Loan being in the principal amount of Ten Million Five Hundred Thousand Dollars ($10,500,000) shall be and is hereby authorized to be entered into to raise money for the purpose of providing funds necessary to design, erect, equip and furnish municipal buildings, to purchase land therefor, if any; to design and erect a public library and purchase land, if any, equipment and books therefor; to construct, improve and pave streets and purchase land therefor, if any; to acquire, construct and/or improve water works systems, water supply systems, sewage systems and sewerage disposal systems, and to purchase property, real and personal, therefor, if any; and for related purposes within the City.

[Remainder of page left blank intentionally.]

Alderman Brabham made a motion to approve the foregoing Resolution, Alderman Hisaw seconded the motion to adopt the foregoing Resolution, and the vote thereupon was as follows:

Alderman Jehu W. Brabham	voted: yes
Alderman Tony Hisaw	voted: yes
Alderman Tony Greer	voted: yes
Alderman Mike Bishop	voted: yes
Alderman Phil Fisher	voted: yes
Alderman Mike Morgan	voted: yes
Alderman Bill Barnett	voted: yes

The motion having received the foregoing vote of the Governing Body, the Mayor declared the motion carried and the resolution adopted this the 16th day of May, 2006.

CITY OF CLINTON, MISSISSIPPI

By: Rosemary G. Aultman
Rosemary Aultman, Mayor

ATTEST:

Russell L Wall
Russell Wall, City Clerk

(SEAL)

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED
MAY 16 2006
CITY OF CLINTON

BOARD MEETING DATE: 5·16·06 AGENDA ITEM NO. 12?

CONSENT AGENDA: TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: GROUND LEASE OF OLDVICKSBURG ROAD WATER TANK / CLINTON PUBLIC SCHOOLS

INTRODUCED BY: KEN DREHER TELEPHONE: 601-924·1966

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

CITY OF CLINTON AGENDA ITEM FACT SHEET

BOARD APPROVED
MAY 16 2006
CITY OF CLINTON

BOARD MEETING DATE: 5.16.06 AGENDA ITEM NO. 12?

CONSENT AGENDA: TO:

FOR:

ACCT. NO.

DISCUSSION/ACTION: VERIZON LEASE OLD VICKSBURG ROAD WATER TANK

INTRODUCED BY: KEN DREHER TELEPHONE: 601.924.1966

EXHIBITS FOR REVIEW:

Minutes	Invoice	Other:
Ordinance	Plans, Maps	
Resolution	Contract	

RECOMMENDATION:

BOARD ACTION: MOTION MADE BY: Brabham

SECONDED BY: Greer

VOTE CAST:	"AYE"	"NAY"	ACTION TAKEN:
Brabham	✓		
Hisaw	✓		
Greer	✓		
Bishop	✓		
Fisher	✓		
Morgan	✓		
Barnett	✓		
Mayor Aultman			

AGENDA ITEMS MUST BE TURNED IN TO THE CITY CLERK WITH ALL ATTACHMENTS NO LATER THAN 5 P.M. ON THE WEDNESDAY PRECEEDING THE TUESDAY BOARD MEETING TO BE INCLUDED ON THE AGENDA. THIS DEADLINE WILL BE STRICTLY ENFORCED.

LEGAL DESCRIPTIONS:

PROPOSED VERIZON 15' X 30' LEASE AREA:

BEING SITUATED IN THE SW 1/4 OF SECTION 21, T6N–R1W, CLINTON, HINDS COUNTY, MISSISSIPPI AND BEING A PART OF THE HINDS COUNTY BOARD OF EDUCATION PROPERTY AS RECORDED IN DEEDBOOK 1194 AT PAGE 424 OF THE CHANCERY RECORDS OF HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHWEST CORNER OF THE ABOVE DESCRIBED EXISTING EQUIPMENT PROPERTY LEASE, MARKED BY AN EXISTING FENCE CORNER FOUND; THENCE GO N88°29'32"E, A DISTANCE OF 19.40 FEET TO A POINT; THENCE GO N87°39'14"E, A DISTANCE OF 16.29 FEET TO A POINT; THENCE GO N89°48'00"E, A DISTANCE OF 64.56 FEET TO A POINT; THENCE GO N45°12'00"W, A DISTANCE OF 4.24 FEET TO THE POINT OF BEGINNING; THENCE GO S89°48'00"W, A DISTANCE OF 15.00 FEET TO A POINT; THENCE GO N00°12'00"W, A DISTANCE OF 30.00 FEET TO A POINT; THENCE GO N89°48'00"E, A DISTANCE OF 15.00 FEET TO A POINT; THENCE GO S00°12'00"E, A DISTANCE OF 30.00 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 0.010 ACRE (450 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

PROPOSED VERIZON EXPANSION LEASE AREA:

BEING SITUATED IN THE SW 1/4 OF SECTION 21, T6N–R1W, CLINTON, HINDS COUNTY, MISSISSIPPI AND BEING A PART OF THE HINDS COUNTY BOARD OF EDUCATION PROPERTY AS RECORDED IN DEEDBOOK 1194 AT PAGE 424 OF THE CHANCERY RECORDS OF HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHWEST CORNER OF THE ABOVE DESCRIBED EXISTING EQUIPMENT PROPERTY LEASE, MARKED BY AN EXISTING FENCE CORNER FOUND; THENCE GO N88°29'32"E, A DISTANCE OF 19.40 FEET TO A POINT; THENCE GO N87°39'14"E, A DISTANCE OF 16.29 FEET TO THE POINT OF BEGINNING; THENCE GO N79°01'37"E, A DISTANCE OF 21.22 FEET TO A POINT; THENCE GO N72°15'05"E, A DISTANCE OF 17.14 FEET TO A POINT; THENCE GO N46°58'58"E, A DISTANCE OF 19.95 FEET TO A POINT; THENCE GO N26°24'16"E, A DISTANCE OF 28.43 FEET TO A POINT; THENCE GO S00°12'00"E, A DISTANCE OF 48.12 FEET TO A POINT; THENCE GO S89°48'00"W, A DISTANCE OF 64.56 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 0.019 ACRE (832 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

PROPOSED VERIZON 12' ACCESS & UTILITY SERVITUDE:

BEING SITUATED IN THE SW 1/4 OF SECTION 21, T6N–R1W, CLINTON, HINDS COUNTY, MISSISSIPPI AND BEING A PART OF THE HINDS COUNTY BOARD OF EDUCATION PROPERTY AS RECORDED IN DEEDBOOK 1194 AT PAGE 424 OF THE CHANCERY RECORDS OF HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHWEST CORNER OF THE ABOVE DESCRIBED EXISTING EQUIPMENT PROPERTY LEASE, MARKED BY AN EXISTING FENCE CORNER FOUND; THENCE GO N88°29'32"E, A DISTANCE OF 19.40 FEET TO A POINT; THENCE GO N87°39'14"E, A DISTANCE OF 16.29 FEET TO A POINT; THENCE GO N89°48'00"E, A DISTANCE OF 64.56 FEET TO A POINT; THENCE GO N45°12'00"W, A DISTANCE OF 4.24 FEET TO A POINT; THENCE GO N00°12'00"W, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE GO S89°48'00"W, A DISTANCE OF 12.00 FEET TO A POINT; THENCE GO N00°12'00"W, A DISTANCE OF 65.66 FEET TO A POINT ON THE SOUTHERLY LINE OF THE EXISTING ACCESS & UTILITY EASEMENT; THENCE ALONG SAID SOUTHERLY LINE ALONG A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 28.66 FEET, A RADIUS OF 41.38 FEET, A CHORD BEARING OF N21°12'40"E, AND A CHORD LENGTH OF 28.28 FEET TO A POINT; THENCE LEAVING SAID SOUTHERLY LINE, GO S04°56'42"E, A DISTANCE OF 20.28 FEET TO A POINT; THENCE GO S00°12'00"E, A DISTANCE OF 75.00 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 0.022 ACRE (942 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BRG	DISTANCE
C1	41.38'	28.66'	N21°12'40"E	28.28'
C2	51.45'	24.31'	S56°52'16"E	24.08'
C3	37.47'	50.30'	N33°14'54"E	46.61'
C4	29.38'	36.14'	N36°28'25"E	33.91'
C5	651.15'	12.18'	S78°47'51"E	12.18'
C6	41.38'	50.91'	S36°26'25"W	47.76'
C7	25.47'	34.19'	S33°14'54"W	31.68'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N79°01'37"E	21.22'
L2	N72°15'05"E	17.14'
L3	N46°58'58"E	19.95'
L4	N26°24'16"E	28.43'
L5	S00°12'00"E	48.12'
L6	S89°48'00"W	64.56'
L7	N45°12'00"W	4.24'
L8	S89°48'00"W	15.00'
L9	N00°12'00"W	30.00'
L10	N89°48'00"E	15.00'
L11	S00°12'00"E	30.00'
L12	S89°48'00"W	12.00'
L13	N00°12'00"W	65.66'
L14	S04°56'42"E	20.28'
L15	S00°12'00"E	75.00'
L16	N36°01'24"W	25.56'
L17	N05°16'54"W	11.61'
L18	N12°54'06"W	15.26'
L19	N77°47'16"E	20.44'
L20	SOUTH	16.42'
L21	S87°39'14"W	16.28'
L22	S86°29'32"W	19.40'
L23	N05°12'41"W	23.11'
L24	N71°43'02"E	42.73'
L25	N01°13'48"E	59.86'
L26	S01°13'48"W	57.75'
L27	S71°43'02"W	42.72'
L28	S05°12'41"E	21.64'
L29	S77°47'16"W	12.09'
L30	S89°48'00"W	5.00'
L31	S89°48'00"W	10.00'
L32	N00°12'00"W	4.00'
L33	N89°48'00"E	10.00'
L34	S00°12'00"E	4.00'

GENERAL NOTES

THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING SUCH DATA AND/OR EXTRACTED FROM RECORDS MADE AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND THE SURFACE FEATURES OF LOCATIONS ARE SHOWN. THE ACTUAL NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION OF ITS UNDERGROUND INSTALLATION PRIOR TO ANY RELIANCE UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON, INCLUDING PRIOR TO EXCAVATION AND DIGGING.

ALL ELEVATIONS SHOWN REFER TO NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 88). B.M. = BENCH MARK, EL. = ELEVATION

REFERENCE BENCH MARK = CLINTON RESET; EL. 380.71' N.A.V.D.

SITE BENCH MARK = R.R. SPIKE IN SOUTH FACE OF P.P. ON THE SOUTH SIDE OF OLD VICKSBURG RD. 242' WEST OF LAKEVIEW DR. EL. 364.23' N.A.V.D.

NOTE: ALL BEARINGS ARE BASED ON THE REFERENCE SURVEY.

REFERENCE SURVEY: LEGAL DESCRIPTION OF PARENT TRACT PROVIDED BY CLIENT, AND SURVEY BY ROBERT M. CASE, R.L.S., DATED OCTOBER 13, 2000

TOWER SITE ADDRESS: 910 OLD VICKSBURG ROAD, CLINTON, MS 39056

LESSEE: VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

DATE	DESCRIPTION	REVISED

REVISIONS

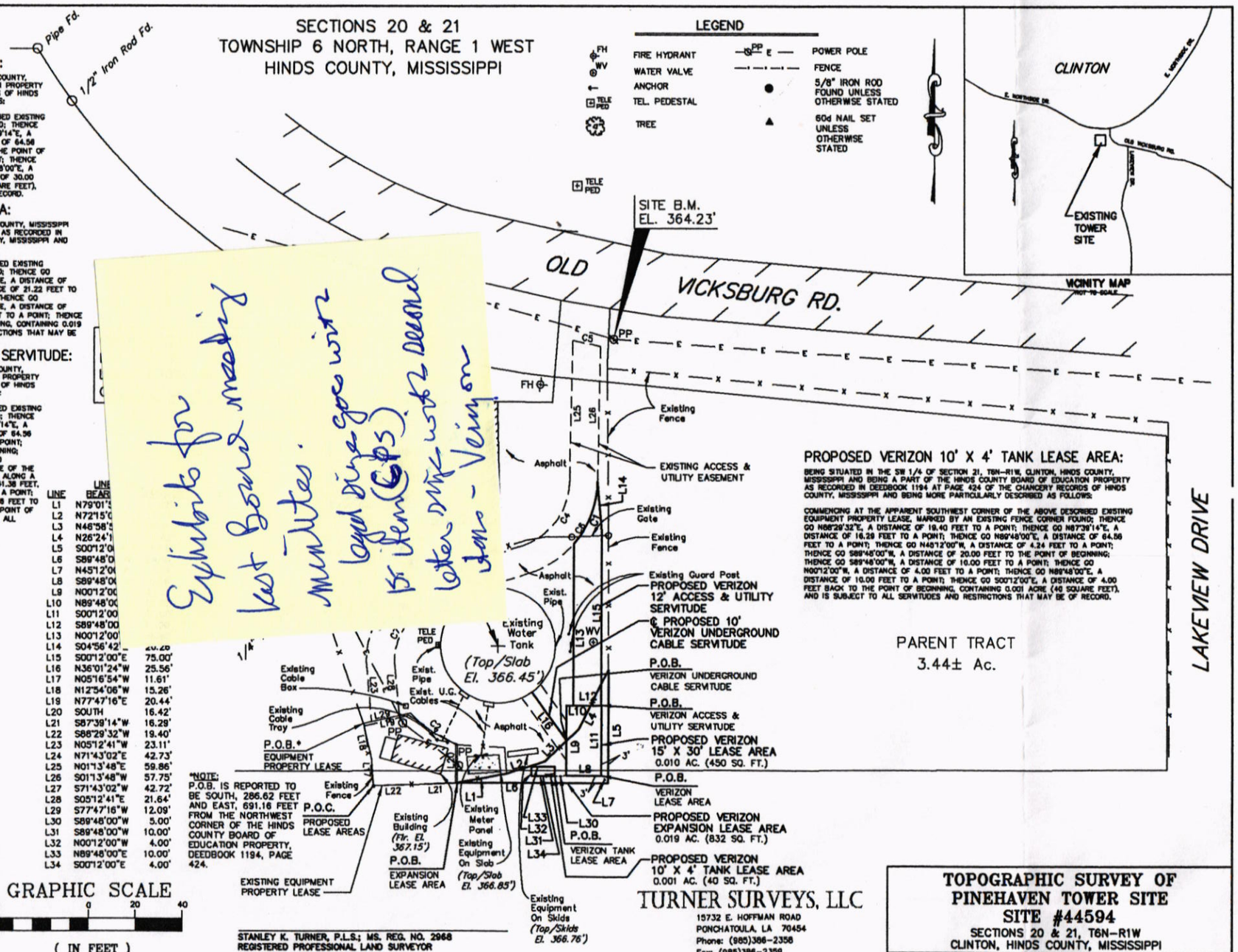
GRAPHIC SCALE

40 0 20 40

(IN FEET)

1 INCH = 40 FEET

SECTIONS 20 & 21
TOWNSHIP 6 NORTH, RANGE 1 WEST
HINDS COUNTY, MISSISSIPPI



PROPOSED VERIZON 10' X 4' TANK LEASE AREA:

BEING SITUATED IN THE SW 1/4 OF SECTION 21, T6N–R1W, CLINTON, HINDS COUNTY, MISSISSIPPI AND BEING A PART OF THE HINDS COUNTY BOARD OF EDUCATION PROPERTY AS RECORDED IN DEEDBOOK 1194 AT PAGE 424 OF THE CHANCERY RECORDS OF HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHWEST CORNER OF THE ABOVE DESCRIBED EXISTING EQUIPMENT PROPERTY LEASE, MARKED BY AN EXISTING FENCE CORNER FOUND; THENCE GO N88°29'32"E, A DISTANCE OF 19.40 FEET TO A POINT; THENCE GO N87°39'14"E, A DISTANCE OF 16.29 FEET TO A POINT; THENCE GO N89°48'00"E, A DISTANCE OF 64.56 FEET TO A POINT; THENCE GO N45°12'00"W, A DISTANCE OF 4.24 FEET TO A POINT; THENCE GO S89°48'00"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE GO S89°48'00"W, A DISTANCE OF 10.00 FEET TO A POINT; THENCE GO N00°12'00"W, A DISTANCE OF 4.00 FEET TO A POINT; THENCE GO N89°48'00"E, A DISTANCE OF 10.00 FEET TO A POINT; THENCE GO S00°12'00"E, A DISTANCE OF 4.00 FEET BACK TO THE POINT OF BEGINNING, CONTAINING 0.001 ACRE (40 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

VICINITY MAP
NOT TO SCALE

Exhibits for Board meeting
Last Minutes. Board discussion
legal discussion
to Jeni (6/05).
Letter draft sent to Board
Later - Verizon

STANLEY K. TURNER, P.L.S.; MS. REG. NO. 2968
REGISTERED PROFESSIONAL LAND SURVEYOR

NOTE:
SEE CERTIFICATION ON DRAWING NO. 2.

TURNER SURVEYS, LLC
15732 E. HOFFMAN ROAD
PONCHATOULA, LA 70454
Phone: (985)386-2356
Fax: (985)386-2359
Turnersurveys@turnersurveys.net

TOPOGRAPHIC SURVEY OF PINEHAVEN TOWER SITE SITE #44594

SECTIONS 20 & 21, T6N–R1W
CLINTON, HINDS COUNTY, MISSISSIPPI

DATE: 11/17/05	DRAWN BY: DAS	JOB NO. 050232A	DRAWING NO. 1
SCALE: 1" = 40'	CHECKED BY: SKT		

LEGAL DESCRIPTION:

PARENT TRACT:
OWNER: J. W. COMBS, JR., WHITFIELD SIMMONS, T. M. WHITFIELD, JOE S. MELLON AND CARTER BLAKE, AS MEMBERS OF THE HINDS COUNTY BOARD OF EDUCATION AND TRUSTEES OF THE HINDS COUNTY SCHOOL DISTRICT OF HINDS COUNTY, MISSISSIPPI
(COPIED FROM DEED RECORDED IN BOOK 1560, PAGE 332)

A PARCEL OF LAND BEING SITUATED IN THE SOUTHEAST QUARTER OF SECTION 20 AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 NORTH, RANGE 1 WEST, HINDS COUNTY, MISSISSIPPI:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF OLD VICKSBURG ROAD WITH THE WESTERLY LINE OF LAKEVIEW DRIVE, SAID POINT ALSO BEING 60.28 FEET MEASURED WESTERLY FROM THE NORTHWEST CORNER OF CLINTON PARK SUBDIVISION, PART 5; THENCE NORTH 84°35 MINUTES WEST AND ALONG THE SOUTHERLY LINE OF OLD VICKSBURG ROAD 258.82 FEET TO A POINT OF CURVE OF A CURVE BEARING TO THE RIGHT WHOSE CENTRAL ANGLE IS 77 DEGREES 18 MINUTES AND WITH A RADIUS OF 291.7 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG THE SOUTHERLY LINE OF OLD VICKSBURG ROAD FOR A DISTANCE OF 275.61 FEET TO A POINT; THENCE SOUTH 89 DEGREES 59 MINUTES WEST 257 FEET TO A POINT; THENCE SOUTH 24 DEGREES 11 MINUTES EAST 338.37 FEET ALONG THE PRESENT CLINTON HIGH SCHOOL PROPERTY TO A POINT; THENCE NORTH 89 DEGREES 48 MINUTES EAST ALONG SAID SCHOOL PROPERTY 603 FEET TO A POINT ON THE WEST LINE OF LAKEVIEW DRIVE; THENCE NORTH 0 DEGREES 12 MINUTES WEST 141.95 FEET TO THE POINT OF BEGINNING, CONTAINING 3.44 ACRES, MORE OR LESS.

EXISTING EQUIPMENT PROPERTY LEASE:
BEING SITUATED IN THE SW 1/4 OF SECTION 21, T6N-R1W, CLINTON, HINDS COUNTY, MISSISSIPPI AND BEING A PART OF THE HINDS COUNTY BOARD OF EDUCATION PROPERTY AS RECORDED IN DEEDBOOK 1194 AT PAGE 424 OF THE CHANCERY RECORDS OF HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" IRON BAR MARKING THE NORTHWEST CORNER OF THE AFORESAID BOARD OF EDUCATION PROPERTY AND RUN SOUTH, 286.62'; RUN THENCE EAST, 691.16' TO THE NORTHWEST CORNER OF AND THE POINT OF BEGINNING FOR THE PROPERTY HEREIN DESCRIBED; RUN THENCE N77 47'16"E, 20.44'; RUN THENCE SOUTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF A CURVE, 24.30'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 27 03'52", RADIUS OF 51.45' AND CHORD BEARING AND DISTANCE OF S56 53'47"E, 24.08'; RUN THENCE SOUTH, 16.43' TO A FENCE; RUN THENCE S87 39'14"W, ALONG SAID FENCE, 16.29'; RUN THENCE S88 29'32"W, ALONG SAID FENCE, 19.40' TO A FENCE CORNER; RUN THENCE N5 16'54"W, ALONG SAID FENCE, 11.61'; RUN THENCE N12 54'06"W, ALONG SAID FENCE, 15.26' TO THE POINT OF BEGINNING.

EXISTING ACCESS/UTILITY EASEMENT:
BEING SITUATED IN THE SW 1/4 OF SECTION 21, T6N-R1W, CLINTON, HINDS COUNTY, MISSISSIPPI AND BEING A PART OF THE HINDS COUNTY BOARD OF EDUCATION PROPERTY AS RECORDED IN DEEDBOOK 1194 AT PAGE 424 OF THE CHANCERY RECORDS OF HINDS COUNTY, MISSISSIPPI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" IRON BAR MARKING THE NORTHWEST CORNER OF THE AFORESAID BOARD OF EDUCATION PROPERTY AND RUN SOUTH, 286.62'; RUN THENCE EAST, 691.16' TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED EQUIPMENT PROPERTY; RUN THENCE N77°47'16"E, ALONG THE NORTHERN BOUNDARY OF SAID EQUIPMENT PROPERTY, 3.48' TO THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED EASEMENT; RUN THENCE N05°12'41"W, 23.11' TO THE BEGINNING OF A CURVE; RUN THENCE NORTHEASTERLY, CLOCKWISE, ALONG THE ARC OF SAID CURVE, 50.31' TO THE POINT OF TANGENCY; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 76°55'43", RADIUS OF 37.47' AND CHORD BEARING AND DISTANCE OF N33°15'10"E, 48.61'; RUN THENCE N71°43'02"E, 42.72' TO THE BEGINNING OF A CURVE; RUN THENCE NORTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF SAID CURVE, 36.15' TO THE POINT OF TANGENCY; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 70°29'14", RADIUS OF 29.38' AND CHORD BEARING AND DISTANCE OF N36°28'25"E, 33.91'; RUN THENCE N01°13'48"E, 59.86' TO THE SOUTHERN RIGHT-OF-WAY LINE OF OLD VICKSBURG ROAD; RUN THENCE SOUTHEASTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF A CURVE ON THE SOUTHERN RIGHT-OF-WAY LINE OF SAID ROAD, 12.19'; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 01°04'20", RADIUS OF 651.15' AND CHORD BEARING AND DISTANCE OF S78°47'14"E, 12.18'; RUN THENCE S01° 13'48"W, 57.75' TO THE BEGINNING OF A CURVE; RUN THENCE SOUTHWESTERLY, CLOCKWISE, ALONG THE ARC OF SAID CURVE, 50.91' TO THE POINT OF TANGENCY; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 70°29'14", RADIUS OF 41.38' AND CHORD BEARING AND DISTANCE OF S36°28'25"W, 47.76'; RUN THENCE S71°43'02"W, 42.72' TO THE BEGINNING OF A CURVE; RUN THENCE SOUTHWESTERLY, COUNTERCLOCKWISE, ALONG THE ARC OF SAID CURVE, 34.20' TO THE POINT OF TANGENCY; SAID CURVE HAVING THE FOLLOWING CHARACTERISTICS: CENTRAL ANGLE OF 76°55'43", RADIUS OF 25.47' AND CHORD BEARING AND DISTANCE OF S33°15'11"W, 31.69'; RUN THENCE S05°12'41"E, 21.64' TO THE NORTHERN BOUNDARY OF THE ABOVE DESCRIBED EQUIPMENT PROPERTY; RUN THENCE S77°47'16"W, ALONG THE NORTHERN BOUNDARY OF SAID EQUIPMENT PROPERTY, 12.09' TO THE POINT OF BEGINNING.

CERTIFICATION:

I HEREBY CERTIFY TO VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS ("LICENSEE"), MCGLINCHEY STAFFORD, PLLC AND FIRST AMERICAN TITLE INSURANCE COMPANY THAT THIS SURVEY WAS MADE (i) IN ACCORDANCE WITH "MINIMUM STANDARDS DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999 AND INCLUDES ITEMS 1-4, 6, 7a, 8, 10, 15 (NO OBSERVABLE EVIDENCE) AND 16 (NO OBSERVABLE EVIDENCE) OF TABLE A THEREOF AND (ii) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM IN EFFECT ON THE DATE OF THE CERTIFICATION) OF A RURAL SURVEY, IT HAS BEEN COMPILED FROM A SURVEY ACTUALLY MADE ON THE GROUND UNDER MY SUPERVISION ON NOVEMBER 17, 2005, AND THAT IT IS CORRECT AND COMPLIES WITH THE STANDARD GUIDELINES AND REQUIREMENTS OF THE "LICENSEE". FURTHERMORE, I HEREBY CERTIFY THAT THE SAME ACCURATELY SHOWS THE LOCATION OF THE BOUNDARIES OF THE SUBJECT PREMISES AND THE LOCATION OF ALL STREETS, HIGHWAYS, ALLEYS AND PUBLIC WAYS CROSSING OR ABUTTING SAID PREMISES; THAT THERE ARE NO ENCROACHMENTS BY IMPROVEMENTS APPURTENANT TO THE ADJOINING PREMISES UPON THE SUBJECT PREMISES NOR FROM THE SUBJECT PREMISES UNLESS SHOWN THEREON; THAT ALL BUILDINGS AND STRUCTURES, IF ANY, LIE WHOLLY WITHIN ALL APPLICABLE BUILDING RESTRICTION LINES, IF ANY, AND DO NOT VIOLATE ANY RESTRICTION OR OTHER RECORDED AGREEMENT SET FORTH IN THE TITLE INSURANCE COMMITMENT FOR THE SUBJECT PREMISES, DATED DECEMBER 20, 2005, ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY (THE "TITLE COMMITMENT") THAT ALL EASEMENTS AND RIGHTS OF WAY WHICH ARE APPURTENANT TO OR BURDEN THE SUBJECT PREMISES AND (i) ARE REFERRED TO IN THE TITLE COMMITMENT OR (ii) ARE APPARENT FROM A VISUAL INSPECTION ARE DELINEATED THEREON AND THAT, EXCEPT AS OTHERWISE SHOWN THEREON, THE SUBJECT PREMISES ARE NOT (i) WITHIN ANY FLOOD HAZARD OR FLOOD WAY AREA OR DISTRICT DESIGNATED BY THE FEDERAL, STATE OR MUNICIPAL AUTHORITY (NO OBSERVABLE EVIDENCE) OR (ii) WITHIN ANY AREA SUBJECT TO REGULATION BY FEDERAL, STATE OR MUNICIPAL AUTHORITY AS INLAND OR COASTAL WETLANDS, BEACH, ESTUARY OR THE LIKE (NO OBSERVABLE EVIDENCE).

I CERTIFY THAT THE LEGAL DESCRIPTION OF THE LAND DESCRIBED AS THE PARENT TRACT ON THIS PLAT OR SURVEY IS ONE AND THE SAME AS OR LIES WHOLLY WITHIN THE RECORD DESCRIPTION RECORDED IN BOOK 1560, PAGE 332.

INGRESS TO AND EGRESS FROM THE TOWER SITE IS PROVIDED BY OLD VICKSBURG ROAD, A PUBLIC STREET AND AN ACCESS & UTILITY EASEMENT. MUNICIPAL WATER, MUNICIPAL STORM SEWER AND MUNICIPAL SANITARY SEWER FACILITIES AND TELEPHONE, GAS, AND ELECTRIC SERVICES OF PUBLIC UTILITIES ARE AVAILABLE IN THE LOCATIONS INDICATED HEREON.

STANLEY K TURNER, P.L.S.; MS. REG. NO. 2968
REGISTERED PROFESSIONAL LAND SURVEYOR

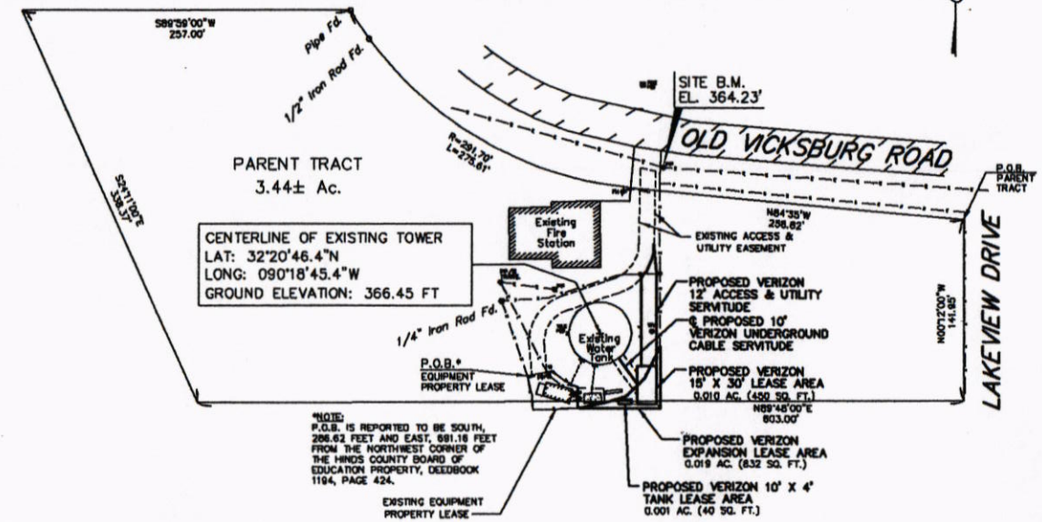
DATE	DESCRIPTION	REVISED

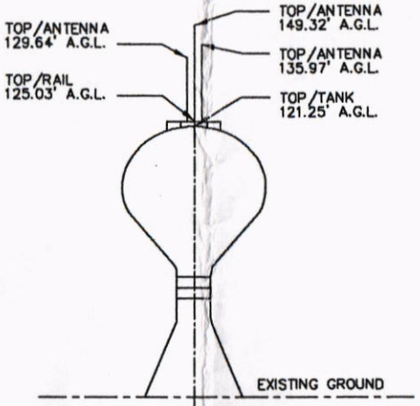
REVISIONS

SECTIONS 20 & 21
TOWNSHIP 6 NORTH, RANGE 1 WEST
HINDS COUNTY, MISSISSIPPI

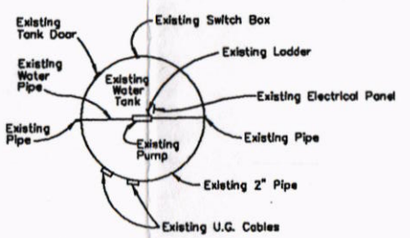
LEGEND

- FH — FIRE HYDRANT
- WV — WATER VALVE
- ANCHOR
- TELE PED — TEL. PEDESTAL
- TREE
- PP — POWER POLE
- FENCE
- 1/2" IRON ROD SET UNLESS OTHERWISE STATED
- 60d NAIL SET UNLESS OTHERWISE STATED





ELEVATION VIEW OF TOWER
N.T.S.



DETAIL OF INSIDE BASE OF TOWER
SCALE: 1" = 50'

The Servitudes and Restrictions shown on this survey are limited to those set forth in the description furnished us and there is no representation that all applicable Servitudes and Restrictions are shown hereon. The surveyor has made no title search or public record search in compiling the data for this survey.

I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found this property is not in a Special Flood Hazard Area.
F. I. A. ZONE: "C"
BASE FLOOD ELEVATION: NONE
COMMUNITY PANEL NO. 280071 0002 C
EFFECTIVE DATE: AUGUST 17, 1981

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 INCH = 100 FEET

TITLE NOTES

THE SURVEYOR HAS REVIEWED THE TITLE REPORT BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED DECEMBER 20, 2005, FOR SITE NUMBER 44594, PINEHAVEN, AND FINDS THE FOLLOWING:

SCHEDULE B - SECTION 2 - EXCEPTIONS:

ITEM 9. RIGHT OF WAY EASEMENT GRANTED TO MISSISSIPPI POWER AND LIGHT COMPANY, DATED MAY 27, 1960, FILED JUNE 30, 1960 AT 8:00 A.M., IN BOOK 1222, PAGE 217. UNABLE TO PLOT RIGHT OF WAY EASEMENT AND CAN NOT DETERMINE EFFECT ON VERIZON LEASE AREAS.

TURNER SURVEYS, LLC
15732 E. HOFFMAN ROAD
PONCHATOULA, LA 70454
Phone: (985)386-2358
Fax: (985)386-2359
Turnersurveys@turnersurveys.net

TOPOGRAPHIC SURVEY OF PINEHAVEN TOWER SITE SITE #44594

SECTIONS 20 & 21, T6N-R1W
CLINTON, HINDS COUNTY, MISSISSIPPI

DATE: 11/17/05	DRAWN BY: DAS	JOB NO. 0508328	DRAWING NO. 2
SCALE: 1" = 100'	CHECKED BY: SKT		

DRAFT

STATE OF MISSISSIPPI

COUNTY OF HINDS

LEASE OF WATER TOWER SPACE

BE IT KNOWN AND REMEMBERED that effective this _____ day of _____, 20__ the following contract of lease is hereby entered by and between the following parties:

LESSOR:

CITY OF CLINTON, a Mississippi Municipal Corporation, herein represented by Rosemary Aultman, its duly authorized Mayor, whose mailing address is P.O. Box 156, Clinton, Mississippi 39060, (hereinafter referred to as "Lessor").

And

LESSEE:

VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS, a Delaware limited partnership, herein represented by Hans F. Leutenegger, its duly authorized Area Vice President, Network, South Area, whose mailing address is 180 Washington Valley Road, Bedminster, New Jersey 07921, (hereinafter referred to as "Lessee").

WITNESSETH:

1.

LEASED PROPERTY. Lessor does hereby lease and permit Lessee to enter upon, use and occupy for the sole purpose and on the conditions herein set forth, a certain portion of a water tower located at 910 Old Vicksburg Road, Clinton, Hinds County, Mississippi 39056, (the "Property") as described on Exhibit "A" together with an easement for ingress, egress and utilities, as more fully described on Exhibit "B". That portion of the water tower, land and/or facilities to be used by the Lessee and referred to as the "Leased Premises" and is shown on survey/site drawing attached hereto in globe as Exhibit "C". The attachment of Lessee's antenna to Lessor's water tower is shown on the drawing attached hereto as Exhibit "D".

2.

TERM. The primary term of this agreement shall be for five (5) years commencing on the Effective Date hereof and remaining in effect until cancelled or terminated as provided herein.

OPTIONS TO RENEW. Lessee shall have the option to renew and extend the primary term of this Lease as set out below. Each such option period shall be deemed

automatically exercised by the Lessee unless the Lessee notifies the Lessor in writing not less than ninety (90) days prior to the expiration of the term then in effect, or the expiration of a renewal or extension period thereof then in effect, that Lessee does not wish to exercise this option.

3.

RENT. Lessee shall pay rental under this Lease monthly in advance commencing on _____ (the "Effective Date"), as follows:

Primary (5 yrs.)	$ _____ per month
1st Option 5 yrs.	$ _____ per month
2nd Option 5 yrs.	To be negotiated but not less than $_____ per month
3rd Option 5 yrs.	To be negotiated but not less than $_____ per month
4th Option 5 yrs.	To be negotiated but not less than $_____ per month

Rent will be mailed to Lessor on or before the first day of each month. Rent for any partial month will be prorated.

4.

LAWS AND REGULATIONS. Lessee agrees to comply with any and all ordinances, regulations, and laws pertaining to the operation of its business on the Leased Premises. Lessee further covenants and agrees to keep all improvements situated on the Leased Premises and facilities in compliance with all rules and regulations of the city, county, state, and the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA") as well as their successor organizations.

Should the FCC or the FAA terminate Lessee's right to operate its facilities then Lessee shall have the option to cancel this Lease after giving 30 days notice to Lessor with no further obligation to make any further monthly lease payments to Lessor.

Lessee further agrees that it will not use the Leased Premises for storage or placement of any dangerous or hazardous substances or any substances or property which would create a hazard or nuisance to the surrounding area.

Lessee agrees that it will maintain its communications facilities as its expense and in compliance with all federal and local rules and regulations including, but not limited to, those of the FCC and FAA, and their successors, and in the event that Lessee fails to do so and fails to correct any deficiencies, then Lessor shall have the option to terminate this Lease (with 30 days notice).

5.

USE OF THE PREMISES. Lessee, its employees or agents, shall have the non-exclusive right to use the Leased Premises only for the purpose expressed herein and shall not have the right to permit others, either directly or indirectly to use the Leased Premises for any other purpose without having obtained the prior written consent of Lessor. Lessor reserves the right to continue to use the Leased Premises. The primary purpose of the Leased Premises is as an integral part of the potable water system of Clinton, Mississippi. Lessee

will not interfere with the operations of Lessor. Lessee will notify the public works director prior to entering the Leased Premises.

Lessee shall use the Leased Premises only for a site for Lessee's communications facilities, a building used in connection therewith, together with all other necessary related equipment and such other uses related to the radio antenna which the Lessee intends to locate on the water tower at the Leased Premises. Lessee's improvements are shown on Exhibit "C". Lessee reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said water tower.

Lessee, at all times during the Lease, shall have access and be entitled to twenty four (24) hours seven days per week to its building and on ground improvements. Such access shall be subject to such reasonable rules and regulations of Lessor regarding access, as Lessor may from time to time deem necessary to provide for the security of Lessor's facilities. Neither Lessee nor its contractors shall be permitted to climb Lessor's water tower for purposes of attaching antenna or any maintenance work without Lessor's prior specific approval, which will not be unreasonably withheld, conditioned or delayed. Lessee shall contact the City's Public Works Department to obtain permission to climb Lessor's water tower. All of Lessee's improvements and the method and manner of attachment of its antenna to the water tower must be approved by Lessor's Engineer prior to such work beginning. Lessee will allow no personnel on the tower without properly approved OSHA Safety harnesses and climbing devices.

Lessee understands that the Leased Premises are rented without any utilities including, but not limited to, water, electricity, sewage, drainage and telephone services, however, Lessee may install such utilities, as it desires at its sole expense subject to prior written consent of Lessor, which shall not be unreasonably withheld or delayed.

Lessee shall be responsible for removing and/or protecting all of its facilities, whether they may be internal or external in nature, when the Lessor conducts any water tower painting, maintenance, repair or construction.

Lessor will maintain the Property, excluding the Leased Premises, in good condition, reasonable wear and tear excepted.

6.

LIGHTING. Lessee shall provide and use lighting on its facilities which is approved by the Federal Aviation Administration and as may be changed and approved by the Federal Aviation Administration from time to time during the Lease. Lessee further agrees to insure that the communications facilities aviation obstruction marking and lighting equipment, if required, complies with the obstruction lighting and marking requirements designated by the FCC on Lessee's radio license and the compliance with such requirement shall be in the manner prescribed by the FCC rules and policies.

7.

INTERFERENCE. Lessee's antenna installation shall be designed, installed and operated so as not to disrupt any emergency services transmission. If the operation of Lessee's antenna, transmitter or related equipment causes measurable electrical or radiation interference to the operation or performance of any emergency services transmissions, Lessor shall give Lessee written notice thereof specifying the nature and extent of any such interference. Lessee shall immediately take the necessary steps to correct such interference, including the purchase and installation at Lessee's expense of such additional equipment as may be necessary, including, but not limited to filters or isolation traps. Lessee must be given at least sixty (60) days notice and opportunity to correct the interference. After receiving notification Lessee agrees not to cause any interference with facilities, which are in place at the time of the commencement of the Lease. If Lessee is unable to cure all interference problems, then Lessee's obligation to pay future monthly rental payments shall cease and this Lease shall be terminated. Likewise, Lessor agrees that any current or future lessee of Lessor will be permitted to install only such antenna and equipment which will not cause measurable electrical or radiation interference with the then existing antenna and equipment of Lessee. In the event that Lessor shall determine it necessary to place equipment and facilities for municipal emergency telecommunications services on the Tower, and such cannot be accomplished without relocation or removal of Lessee's equipment, Lessor shall give Lessee six (6) months advance notice to attempt to relocate or cure such interference before requiring Lessee to remove its equipment. Removal of Lessee's equipment as a result of such conflicting use shall constitute a termination of the Lease and Lessee shall be entitled to repayment of any unearned rentals.

8.

SPECIAL PROVISIONS.

Lessee shall provide to Lessor:

(1) Completed copy of FAA form 7460 or study number, if applicable.

(2) Copies of current FCC license on the site.

(3) Any other documents necessary as needed by Lessor for verification of Lessee's authority to operate at the Leased Premises.

(4) Prior to construction, Lessee has submitted plans for intended improvements, attachments, modifications and wall penetrations to Lessor for review and assurance that the security and integrity of the tank will not be harmed.

(5) Lessee shall indemnify and hold Lessor harmless and assumes all responsibility for repair and clean up for any contaminants, hazardous wastes or substances which Lessee brings to the site.

(6) Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon 30 days written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operations of the Lessee's Equipment or business; or

(c) By Lessee upon six (6) months advance written notice from Lessee to Lessor, if the subject tower and property shall become unacceptable to Lessee as part of its network design or for other technical reasons.

(d) By Lessor upon six (6) months advance written notice to Lessee of Lessor's intent to remove the Tower or cease to use the Tower for municipal purposes as a water storage facility.

9.

TAXES. Lessee agrees to pay all taxes due and payable on the installation and/or placement of its equipment on the Leased Premises. Lessor shall continue to pay all taxes on its water tower and land, if required by law.

10.

LIENS. Lessee shall keep all of the Leased Premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics and material men's liens for or arising out of or in connection with work or labor done on the Leased Premises at the request of Lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims for labor or materials on which any such lien may or could be based, and to indemnify Lessor and all of the Leased Premises and all improvements thereon against all such liens and claims of liens, suits or other proceedings caused by Lessee. If Lessee desires to contest any such lien it shall notify Lessor of its intention to do so within thirty (30) days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond (or other evidence of financial responsibility acceptable to Lessor) against any such lien and any cost, liability, or damage arising out of such contest, Lessee shall not be in default hereunder until twenty (20) days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting there from.

11.

DEFAULT. In the event that Lessee (a) defaults in payment of any rental due hereunder; or (b) fails to keep or perform any other covenants herein contained; Lessee shall have a period of thirty (30) days following receipt of written notice from Lessor of the nature of such default within which to correct such default. If Lessee fails to take steps to correct such default within said thirty (30) day period, Lessor shall have the right at its option to (a) cancel this Lease in accordance with law, or (b) proceed one or more times for past due installment or rental without prejudicing its right to proceed later for remaining installments or (c) have recourse to any other remedy to which Lessor maybe entitled by law.

12.

ENVIRONMENTAL.

(1) Lessor will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the activities of the Lessee, as provided for in Section 8(5) above.

(2) Subject to Section ___, below, Lessor shall, to the extent allowed by Mississippi law, hold Lessee harmless and indemnify the Lessee from and assume all duties, responsibility and liability at Lessor's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the Lessee; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by the Lessee.

13.

CASUALTY. In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than forty-five (45) days, then Lessee may at any time following such fire or other casualty, provided Lessor

has not completed the restoration required to permit Lessee to resume its operation at the Leased Premises, terminate this Lease upon fifteen (15) days written notice to Lessor. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

14.

CONDEMNATION. In the event of any condemnation of the Property, Lessee may terminate this Lease upon fifteen (15) days written notice to Lessor if such condemnation may reasonably be expected to disrupt Lessee's operations at the Leased Premises for more than forty-five (45) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease.

15.

PARTIES. This lease and all its provisions hereof shall be applicable to and binding upon the parties, their respective successors and assigns.

16.

INDEMNIFICATION. Lessor or its agents, servants, employees and subcontractors shall not be liable to Lessee, or to Lessee's agents, servants, employees, customers or invitees for any damage to persons or property caused by any action or omission of Lessee, its agents, servants or employees, and Lessee agrees to indemnify and hold Lessor, its agents, servants, employees and subcontractors harmless from all liability and claims for any such damage. Likewise, Lessee, its agents, servants, employees and subcontractors shall not be liable to Lessor, or to Lessor's agents, servants, employees, customers, invitees, or subcontractors for any damage to persons or property caused by any action or omission of Lessor, its agents, servants, employees or subcontractors, and Lessor agrees, to the extent allowed by law, to indemnify and hold Lessee, and its agents, servants, employees, customers, invitees, or subcontractors harmless from all liability and claims for any such damage. This section shall not be deemed to limit the City's sovereign immunity with respect to claims by third parties, and neither Lessor nor Lessee shall be deemed to have any indemnity obligation for any claim otherwise barred (or to the extent barred) by the City's sovereign immunity. The obligations of both parties hereunder shall survive the termination of this Agreement. In no event shall the liability of Lessor or Lessee under this Agreement include damage from lost profits, or consequential or punitive damages.

17.

LIMITATION OF Lessor's LIABILITY. Lessee acknowledges that Lessor's liability for any act or occurrence on the Tower Site is limited to the extent set forth in the Mississippi Tort Claims Act, Miss. Code Ann. Section 11-46-1, et seq.

18.

DAMAGE OR DESTRUCTION CAUSED BY THIRD PARTIES. Lessor shall not be liable to Lessee for damages arising from interference, discontinuance or interruption of Lessee's operations on the Leased Premises under this Lease, which are due to acts of God or circumstances beyond Lessor's control or, the acts of other lessees who have entered into a written lease with Lessor prior to this Lease. "Circumstances beyond its control" shall include but shall not be limited to interference whether electrical, radiation or physical.

19.

DESTRUCTION OF PREMISES. If the Property or the tower is destroyed or damaged so as to hinder the effective use of the Tower in Lessee's judgment, or if Lessor advises Lessee upon at least six (6) months advance written notice of Lessor's intent to abandon the property as no longer necessary for municipal purposes or to transfer same, Lessee may elect to terminate this Lease following the date of notice or abandonment or transfer by Lessor, by so notifying the Lessor, in such event, all rights and obligations of Lessee to Lessor shall cease as of the date of such termination and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee.

20.

REMOVAL OF IMPROVEMENTS. Upon termination of this Lease, whether by expiration, cancellation, forfeiture or otherwise, Lessee shall remove from the Leased Premises all improvements installed, placed or erected on the Leased Premises by Lessee, restoring the Leased Premises to its original condition, reasonable wear and tear and casualty excepted. Lessee shall have ninety (90) days after termination of this Lease within which to dismantle and remove the improvements. If Lessee is prevented from removing the improvements during that time because of weather, public disorder or natural disaster, Lessor shall grant such additional times as shall be reasonable under the circumstances. Cost of removal of improvements shall be borne by Lessee. Lessor agrees and acknowledges that all of the equipment, fixtures and personal property of the Lessee shall remain the personal property of the Lessee and the Lessee shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes Lessee to remain on the Leased Premises after termination of this Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

21.

RIGHTS UPON SALE. Should the Lessor, at any time during the term of this Agreement, decide to sell all or any part of the Property to a purchaser other than Lessee,

such sale shall be under and subject to this Agreement and Lessee's rights hereunder, and any sale by the Lessor of the portion of this property underlying the right of way herein granted shall be under and subject to the right of the Lessee in and to such right of way.

22.

QUIET ENJOYMENT. Lessor covenants that Lessee, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Leased Premises.

23.

TITLE. Lessor covenants that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Lessor further covenants that there are no other liens, judgments or impediments of title on the Property, or affecting Lessor's title to the same, and that there are no covenants, easements or restrictions which prevent the use of the Leased Premises by the Lessee as set forth above.

24.

WAIVER. No waiver by Lessor or failure by it to require strict and punctual performance by Lessee of any of the terms, conditions, provisions or obligations of the Lease, or any other forbearance, sufferance of indulgence, however long continued or under whatsoever conditions, shall constitute a waiver by Lessor of the right at any subsequent time to strict, full and punctual performance of Lessee's obligations hereunder.

25.

LIABILITY INSURANCE. Lessee shall at its expense, maintain a policy or policies of comprehensive general liability and worker's compensation insurance, issued by and binding upon some solvent insurance company rated at least A- by AM Best, such insurance to include contractual liability and to afford minimum protection as follows:

Bodily Injury	$1,000,000 for injury including death to any person and for all injuries sustained by more than one person in any one accident.
Property Damage	$500,000 for damages as a result of any one accident.
Worker's Compensation	Statutory limits

Lessee agrees that (1) each liability policy shall name Lessor as an additional insured, (2) Lessee's insurance program shall not be canceled without thirty (30) days prior notice to Lessor, and (3) Lessor will be furnished a Certificate of Insurance of each such policy prior to the Commencement Date. Lessor acknowledges that it currently maintains the following insurance coverages with respect to the Tower and the Antenna Site: property damage coverage with limits not less than $_____; and aggregate insurance coverage on all of Lessor's property in the amount of $_____ for damage

arising out of any one occurrence. Lessor agrees to maintain said insurance in effect throughout the term of this License, including all renewals hereof.

26.

ASSIGNMENT AND SUBLICENSING.

(1) Lessee may not assign this Agreement without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed by Lessor. Lessee shall not be permitted to sublicense to, or share its communications equipment with, third parties without the prior written consent of Lessor, which consent Lessor may withhold in its sole discretion. However, this Agreement may be assigned or transferred by Lessee without Lessor's consent to Lessee's principals, affiliates, subsidiaries of its principals, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Site is located, by reason of a merger, acquisition or other business reorganization.

(2) Lessor shall have the right to freely transfer and assign, in whole or in party, all its rights and obligations hereunder and no further liability or obligation shall thereafter accrue against Lessor hereunder, but this License shall remain binding on Lessor's assigns.

27.

SEVERABILITY. Each Paragraph of this Lease Agreement is severable from all other Paragraphs. In the event any court of competent jurisdiction determines that any Paragraph or subparagraph is invalid or unenforceable for any reason, all remaining Paragraphs will remain in full force and effect.

28.

INTERPRETATION. This Lease shall be interpreted according to and enforced under the laws of the State of Mississippi.

29.

ENTIRE AGREEMENT. This Lease Agreement contains the entire Agreement of both parties hereto, and no other oral or prior written agreement shall be binding on the parties hereto. This Lease supersedes all prior agreements, contracts and misunderstandings of any kind between the parties relating to the subject matter hereof.

30.

INTEREST ON ARREARS. Lessee shall pay to Lessor on demand interest at the rate of 10% per annum on the amount of any payment not made when due hereunder from the date due here of until payment is received by Lessor.

31.

NOTICES. All demands, notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or when deposited in the United States mail, certified mail, postage prepaid or reliable overnight carrier addressed as follows:

Lessor: City of Clinton
P.O. Box 156
Clinton, MS 39060
Attention: Mayor

Lessee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

32.

ORDINANCES. Lessor and Lessee agree that the Wireless Communications Ordinance of the City of Clinton as adopted on September 9, 1999, shall be considered a part of this Lease Agreement. A copy of said Ordinance is attached as Exhibit "E".

In Testimony Whereof, Lessor and Lessee have executed this act the presence of the undersigned Notaries Public and attesting witnesses on the _ day of _____, 200___.

LESSOR:
CITY OF CLINTON

By:_____
Name: Rosemary Aultman
Title: Mayor

Attest:

_____
City Clerk

WITNESSES:

_____

_____

LESSEE:

Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless

By: _____

Name: Hans F. Leutenegger
Title: Area Vice President, Network, South Area

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 200__, within my jurisdiction, the within named Rosemary Aultman, who acknowledged that she is Mayor of the CITY OF CLINTON, a Mississippi Municipal Corporation, and that for and on behalf of the CITY OF CLINTON, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by CITY OF CLINTON so to do.

_____

Notary Public

My Commission Expires:

_____

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBERG

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 200__, within my jurisdiction, the within named Hans F. Leutenegger, who acknowledged that he is the Area Vice President, Network, South Area of Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, and that for and on behalf of said limited partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited partnership so to do.

_____

Notary Public

My Commission Expires:

_____