

**CITY OF CLINTON
SPECIAL MEETING OF THE MAYOR AND BOARD OF ALDERMEN
FRIDAY DECEMBER 19, 2003 – 10:00 A.M.
CITY HALL – 300 JEFFERSON STREET**

CALL TO ORDER - Mayor Rosemary Aultman

ROLL CALL – Carol Warren, Deputy City Clerk

Present: Jehu Brabham - Alderman-At-Large
 Tony Hisaw - Alderman Ward 1
 Tony Greer - Alderman Ward 2
 Clint Brantley - Alderman Ward 3
 Phil Fisher - Alderman Ward 4
 Sharbert Lott – Alderman Ward 6
 Ken Dreher - City Attorney

Absent: Herb Touchton – Alderman Ward 5
 Wayne Derrick – City Clerk

Mayor Aultman stated that the purpose of this meeting was to discuss the acceptance of the Deed for Quisenberry property.

MOTION was made by Alderman Brabham and **SECONDED** by Alderman Greer to accept the terms and conditions set out in the Deed from John Quisenberry and William Quisenberry to the City of Clinton and to authorize the Mayor to execute the deed on behalf of the City to signify the acceptance of the conditions. The form of the Warranty Deed that is the subject of this motion is attached. **MOTION CARRIED UNANIMOUSLY**

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

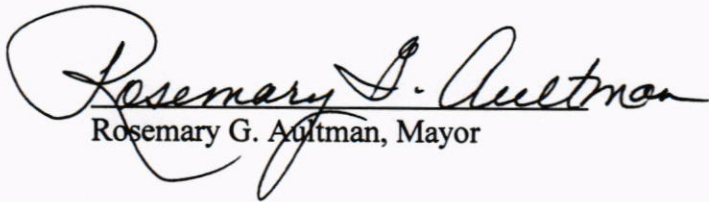
ADJOURN 10:07 A.M.

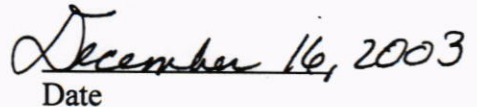
APPROVED:	<u><i>Rosemary A. Aultman</i></u>	<u>12.22.03</u>
	Rosemary Aultman, Mayor	Date
ATTEST:	<u><i>W. Wayne Derrick</i></u>	<u>12.22.03</u>
	W. Wayne Derrick, City Clerk	Date

**NOTICE OF SPECIAL MEETING OF
THE MAYOR AND BOARD OF ALDERMEN**

I, the undersigned, Rosemary G. Aultman, Mayor of the City of Clinton, Mississippi, do hereby call a **SPECIAL MEETING** of the Mayor and Board of Aldermen pursuant to the provisions of Section 21-3-21 of the MS Code of 1972. Said Meeting shall be held at 10:00 a.m., Friday, December 19, 2003 in the City Hall Conference Room located at 300 Jefferson Street, for the purpose of discussing the following item:

1. Acceptance of the Deed for Quisenberry property.


Rosemary G. Aultman, Mayor


Date

STATE OF MISSISSIPPI

Draft of December 3, 2003 (3:50pm)

COUNTY OF HINDS

FIRST JUDICIAL DISTRICT

DEED

WHEREAS, Beatrice Nolan Quisenberry, being one and same person as Beatrice N. Quisenberry, died intestate on October 14, 2002; and

WHEREAS, pursuant to Decree, dated November 21, 2002, the administration of the estate of Beatrice Nolan Quisenberry was commenced in the proceeding styled *In the Matter of the Estate of Beatrice N. Quisenberry, Deceased*, and identified as Cause No. P-2002-691 R/1 on the docket of the Chancery Court of the First Judicial District of Hinds County, Mississippi; and

WHEREAS, Beatrice N. Quisenberry owned the hereinafter described real property; and

WHEREAS, upon the death of Beatrice N. Quisenberry, title to the hereinafter described real property immediately vested in her two adult children, namely: William Y. Quisenberry, III, and John N. Quisenberry, in accordance with Mississippi law of intestate succession, said vesting of title having been confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, entered in the aforesaid cause on November 19, 2003; and

WHEREAS, William Y. Quisenberry, III, and John N. Quisenberry desire to donate and contribute the hereinafter described real property to the City of Clinton, Mississippi, for use as the location of a new public library under the terms, conditions and restrictions hereinafter set forth; and

WHEREAS, by Resolution adopted December 12, 2003, the Mayor and Board of Alderman of the City of Clinton, Mississippi, accepted the proposed donation and contribution of the hereinafter described real property under the terms, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the price and sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, WILLIAM Y. QUISENBERRY, III, and JOHN N. QUISENBERRY ("Grantors"), subject to the conditions, restrictions, limitations and other matters hereinafter stated, do hereby give, donate, contribute, convey, release, remise and quitclaim unto the CITY OF CLINTON, MISSISSIPPI, a municipal corporation, duly organized and existing under the laws of the State of Mississippi ("Grantee"), to have and to hold for use as the location of a public library, all of their right, title and

interest in and to the following described real property, together with all appurtenances thereunto belonging, lying and situated in the City of Clinton, County of Hinds, First Judicial District, State of Mississippi, and being more particularly described as follows, to wit:

Commence at a 1/2" iron pipe at the Northwest corner of Lot 130 of Clinton Park Subdivision Part 3, Clinton, Hinds County, Mississippi for the Point of Beginning.

From the Point of Beginning run on and along the West line of said Clinton Park Subdivision Part (3) S01°36'03"E for 884.57 feet to a point on the North line of the Clinton Community Property; thence run on and along the North line of Clinton Community Nature Center Association Inc. for the next 5 calls; thence run S83°28'35"W for 72.48 feet; thence run S67°52'30"W for 217.55 feet; thence run S81°03'31"W for 29.56 feet; thence run S67°49'25"W for 99.50 feet; thence run S55°38'26"W for 30.77 feet; thence run S65°28'50"W for 107.78 feet to a point on the East Line of property owned by Clinton Assisted Living, LLC.; thence run on and along said East Line N01°38'08"W for 1738.87 feet to the South right of way line of Northside paved public drive; thence run on and along said right of way line N89°28'29"E for 276.83 feet; thence continue on and along said right of way and along the arc of a curve that curves to the right and has a radius of 628.88 feet, an arc length of 253.21 feet, and a chord bearing and distance of S79°24'14"E for 251.50 feet; thence run S01°47'18"E for 616.11 feet back to the Point of Beginning.

Said parcel of land is part of the SE1/4 of Section 20, T-6-N, R-1-W, Clinton, Hinds County, Mississippi and contains 19.53 acres ("Donated Property").

The gift, donation and contribution of the Donated Property is made by Grantors and accepted by Grantee upon and pursuant to the following express conditions, restrictions, and limitations:

1. The Donated Property shall be utilized exclusively as the location of a new public library for the City of Clinton, Mississippi ("New Library") and "green space" as hereinafter described.
2. The New Library shall be named in honor of the Quisenberry Family.
3. The architectural design of the New Library shall blend with and conform to the natural environment, thereby preserving as much of the present natural habitat and vegetation on the Donated Property as possible (examples of such architectural design include: the offices of the Mississippi Department of Wildlife, Fisheries and Parks, 1505 Eastover Drive, Jackson, Mississippi, and the offices of Diversified Technology Inc., 476 Highland Colony Parkway, Ridgeland, Mississippi).

3. Any portion of the Donated Property not utilized for the building, parking areas, access ways, lighting, et cetera, for the New Library shall be used and maintained as "green space" in perpetuity as a buffer zone to lands situated adjacent to the Donated Property presently owned by the Clinton Community Nature Center; provided, however, Grantee may construct such walkways, paths, sidewalks, lighting and rest areas on, across and over areas of the Donated Property designated as "green space" deemed necessary for the optimum use and enjoyment of such "green space" by the public.
4. Members of the Quisenberry Family, namely: William Y. Quisenberry, III, and John N. Quisenberry, or their heirs if they should not be living, shall have the right to participate in all meetings relating to and concerning the planning, design, site preparation, construction and landscaping of the New Library and the "green space" to be preserved on the Donated Property.
5. Construction of the New Library shall commence not later than seven (7) years from the date of this instrument.
6. If any portion of the Donated Property shall not be used and maintained as provided herein, or if any portion of the Donated Property shall cease to be so used and maintained, or if any portion of the Donated Property shall be used for any purpose inconsistent with such purposes, or if Grantee shall fail to comply with any of the above stated conditions pursuant to which the Donated Property is donated and contributed under and pursuant to this instrument, then all right, title and interest in the Donated Property shall cease to be vested in the Grantee herein and shall vest immediately in the Clinton Community Nature Center Association, Inc., a Mississippi nonprofit corporation, provided said corporation is in existence at the time of any such breach, and if said corporation is not in existence at the time of any such breach, then to such similar non-profit or charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, and described in Section 170(c)(2), as either such section may be amended, as the Chancery Court of the First Judicial District of Hinds County, Mississippi, may determine upon petition of any interested party; provided, however, if at the time of such breach, Grantee has commenced or completed the construction of the New Library on a portion of the Donated Property, the divestment of title

herein described shall apply only to that portion of the Donated Property not being utilized at the time of the breach for the building, parking areas, access ways, and lighting for the New Library and Grantee agrees to have such surveys prepared and to execute such instruments as may be reasonably required to divest itself of record title to any such Donated Property.

7. Grantee agrees (i) to take such steps and execute such forms and documents as shall be required by the Internal Revenue Service, and (ii) to take such other steps as may be necessary and required by the Internal Revenue Service to ensure that Grantors are entitled to a charitable contribution for the value of the Donated Property.

Grantee represents that Grantors have received no monetary benefit or other substance of value of any kind for the Donated Property.

This conveyance is subject to any prior lease, reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on, and under the Donated Property, and to any easements, rights-of-way, covenants, conditions, restrictions and reservations appearing of record.

Grantee agrees to pay all general and special taxes and any assessments for the year 2003, which are a lien against the Donated Property but are not yet due or payable.

Grantee joins in this instrument to acknowledge its agreement to the conditions, limitations, restrictions and other matters contained herein.

WITNESS THE EXECUTION of this instrument on this, the ____ day of December, 2003.

GRANTORS:

WILLIAM Y. QUISENBERRY, III

JOHN N. QUISENBERRY

GRANTEE:

CITY OF CLINTON, MISSISSIPPI, a
Municipal Corporation

By: _____
ROSEMARY G. AULTMAN, Mayor

Attested:

WAYNE DERRICK, Clerk

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 December, 2003, within my jurisdiction, the within named WILLIAM Y.
QUISENBERRY, III, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission expires:

(Affix Notary Seal)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Personally appeared before me, the undersigned authority in and for the said county and state,
on this ____ day of December, 2003, within my jurisdiction, the within named JOHN N.
QUISENBERRY, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission expires:

(Affix Notary Seal)

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 December, 2003, within my jurisdiction, the within named ROSEMARY G. AULTMAN, and WAYNE DERRICK, who acknowledged that they are Mayor and Clerk, respectively, of the City of Clinton, a Mississippi municipal corporation, and that for and on behalf of the said municipality, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

NOTARY PUBLIC

My Commission expires:

(Affix Notary Seal)

**GRANTORS' ADDRESS
AND TELEPHONE NUMBER:**

William Y. Quisenberry, III
305 East Main Street
Clinton, Mississippi 39056
Business Telephone: (601) 965-1851
Home Telephone: (601) 924-0353

John N. Quisenberry, Esq.
10472 Lindbrook Drive
Los Angeles, California 90024
Business Telephone: (310) 785-7966
Home Telephone: (310) 474-6561

**GRANTEE'S ADDRESS
AND TELEPHONE NUMBER:**

City of Clinton
c/o Honorable Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060
Business Telephone: (601) 924-5462
Home Telephone: N/A

INDEXING INSTRUCTIONS:

Part of the SE¼ of Section 20-T6N-R1W,
City of Clinton, County of Hinds, First Judicial District,
State of Mississippi

INSTRUMENT PREPARED BY:

J. Grant Sellers, Esq.
WATKINS & EAGER PLLC
400 East Capitol, Suite 300
Jackson, Mississippi 39201
Telephone: (601) 948-6470

LA1841\20037\Property Donation\2004.Deed to City of Clinton.wpd

RETURN OF POLICE OFFICER

I, the undersigned Police Officer of the City of Clinton, Mississippi, personally delivered a true copy of the foregoing Notice of Special Meeting of the Mayor and Board of Aldermen to the following named persons at the date and time hereafter set out.

NAME	DATE	TIME
Harbert K. Lott	12/16/03	10:55 AM
Paul Doughton	12-16-03	11:05 AM
Tommy Brown	12-16-03	6:15 PM
John Baker	12-16-03	6:25 PM
Phil Felt	12-16-03	6:40 PM
Chad Brown	12-16-03	9:00 PM
	12-16-03	9:15 PM

Witness my signature on the 16 day of DEC, 2003.

Rick Webb
POLICE OFFICER OF THE CITY OF CLINTON

I, the undersigned Police Officer of the City of Clinton, Mississippi, do hereby certify that I made a diligent search and inquiry as to the whereabouts of the following named persons, but was unable to find said persons.

NAME	DATE	TIME

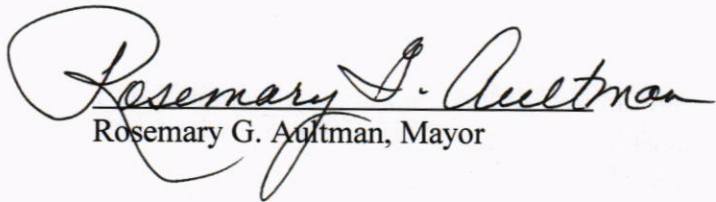
Witness my signature this the _____ day of _____, 20____.

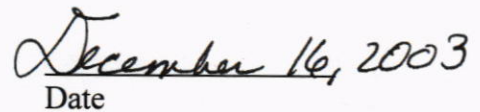
POLICE OFFICER OF THE CITY OF CLINTON

**NOTICE OF SPECIAL MEETING OF
THE MAYOR AND BOARD OF ALDERMEN**

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Rosemary G. Aultman, Mayor


Date

STATE OF MISSISSIPPI

Draft of December 3, 2003 (3:50pm)

COUNTY OF HINDS

FIRST JUDICIAL DISTRICT

DEED

WHEREAS, Beatrice Nolan Quisenberry, being one and same person as Beatrice N. Quisenberry, died intestate on October 14, 2002; and

WHEREAS, pursuant to Decree, dated November 21, 2002, the administration of the estate of Beatrice Nolan Quisenberry was commenced in the proceeding styled *In the Matter of the Estate of Beatrice N. Quisenberry, Deceased*, and identified as Cause No. P-2002-691 R/1 on the docket of the Chancery Court of the First Judicial District of Hinds County, Mississippi; and

WHEREAS, Beatrice N. Quisenberry owned the hereinafter described real property; and

WHEREAS, upon the death of Beatrice N. Quisenberry, title to the hereinafter described real property immediately vested in her two adult children, namely: William Y. Quisenberry, III, and John N. Quisenberry, in accordance with Mississippi law of intestate succession, said vesting of title having been confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, entered in the aforesaid cause on November 19, 2003; and

WHEREAS, William Y. Quisenberry, III, and John N. Quisenberry desire to donate and contribute the hereinafter described real property to the City of Clinton, Mississippi, for use as the location of a new public library under the terms, conditions and restrictions hereinafter set forth; and

WHEREAS, by Resolution adopted December 2, 2003, the Mayor and Board of Alderman of the City of Clinton, Mississippi, accepted the proposed donation and contribution of the hereinafter described real property under the terms, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the price and sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, WILLIAM Y. QUISENBERRY, III, and JOHN N. QUISENBERRY ("Grantors"), subject to the conditions, restrictions, limitations and other matters hereinafter stated, do hereby give, donate, contribute, convey, release, remise and quitclaim unto the CITY OF CLINTON, MISSISSIPPI, a municipal corporation, duly organized and existing under the laws of the State of Mississippi ("Grantee"), to have and to hold for use as the location of a public library, all of their right, title and

interest in and to the following described real property, together with all appurtenances thereunto belonging, lying and situated in the City of Clinton, County of Hinds, First Judicial District, State of Mississippi, and being more particularly described as follows, to wit:

Commence at a ½" iron pipe at the Northwest corner of Lot 130 of Clinton Park Subdivision Part 3, Clinton, Hinds County, Mississippi for the Point of Beginning.

From the Point of Beginning run on and along the West line of said Clinton Park Subdivision Part (3) S01°36'03"E for 884.57 feet to a point on the North line of the Clinton Community Property; thence run on and along the North line of Clinton Community Nature Center Association Inc. for the next 5 calls; thence run S83°28'35"W for 72.48 feet; thence run S67°52'30"W for 217.55 feet; thence run S81°03'31"W for 29.56 feet; thence run S67°49'25"W for 99.50 feet; thence run S55°38'26"W for 30.77 feet; thence run S65°28'50"W for 107.78 feet to a point on the East Line of property owned by Clinton Assisted Living, LLC.; thence run on and along said East Line N01°38'08"W for 1738.87 feet to the South right of way line of Northside paved public drive; thence run on and along said right of way line N89°28'29"E for 276.83 feet; thence continue on and along said right of way and along the arc of a curve that curves to the right and has a radius of 628.88 feet, an arc length of 253.21 feet, and a chord bearing and distance of S79°24'14"E for 251.50 feet; thence run S01°47'18"E for 616.11 feet back to the Point of Beginning.

Said parcel of land is part of the SE¼ of Section 20, T-6-N, R-1-W, Clinton, Hinds County, Mississippi and contains 19.53 acres ("Donated Property").

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3. The architectural design of the New Library shall blend with and conform to the natural environment, thereby preserving as much of the present natural habitat and vegetation on the Donated Property as possible (examples of such architectural design include: the offices of the Mississippi Department of Wildlife, Fisheries and Parks, 1505 Eastover Drive, Jackson, Mississippi, and the offices of Diversified Technology Inc., 476 Highland Colony Parkway, Ridgeland, Mississippi).

3. Any portion of the Donated Property not utilized for the building, parking areas, access ways, lighting, et cetera, for the New Library shall be used and maintained as "green space" in perpetuity as a buffer zone to lands situated adjacent to the Donated Property presently owned by the Clinton Community Nature Center; provided, however, Grantee may construct such walkways, paths, sidewalks, lighting and rest areas on, across and over areas of the Donated Property designated as "green space" deemed necessary for the optimum use and enjoyment of such "green space" by the public.

4. Members of the Quisenberry Family, namely: William Y. Quisenberry, III, and John N. Quisenberry, or their heirs if they should not be living, shall have the right to participate in all meetings relating to and concerning the planning, design, site preparation, construction and landscaping of the New Library and the "green space" to be preserved on the Donated Property.

5. Construction of the New Library shall commence not later than seven (7) years from the date of this instrument.

6. If any portion of the Donated Property shall not be used and maintained as provided herein, or if any portion of the Donated Property shall cease to be so used and maintained, or if any portion of the Donated Property shall be used for any purpose inconsistent with such purposes, or if Grantee shall fail to comply with any of the above stated conditions pursuant to which the Donated Property is donated and contributed under and pursuant to this instrument, then all right, title and interest in the Donated Property shall cease to be vested in the Grantee herein and shall vest immediately in the Clinton Community Nature Center Association, Inc., a Mississippi nonprofit corporation, provided said corporation is in existence at the time of any such breach, and if said corporation is not in existence at the time of any such breach, then to such similar non-profit or charitable organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, and described in Section 170(c)(2), as either such section may be amended, as the Chancery Court of the First Judicial District of Hinds County, Mississippi, may determine upon petition of any interested party; provided, however, if at the time of such breach, Grantee has commenced or completed the construction of the New Library on a portion of the Donated Property, the divestment of title

herein described shall apply only to that portion of the Donated Property not being utilized at the time of the breach for the building, parking areas, access ways, and lighting for the New Library and Grantee agrees to have such surveys prepared and to execute such instruments as may be reasonably required to divest itself of record title to any such Donated Property.

7. Grantee agrees (i) to take such steps and execute such forms and documents as shall be required by the Internal Revenue Service, and (ii) to take such other steps as may be necessary and required by the Internal Revenue Service to ensure that Grantors are entitled to a charitable contribution for the value of the Donated Property.

Grantee represents that Grantors have received no monetary benefit or other substance of value of any kind for the Donated Property.

This conveyance is subject to any prior lease, reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand, and gravel in, on, and under the Donated Property, and to any easements, rights-of-way, covenants, conditions, restrictions and reservations appearing of record.

Grantee agrees to pay all general and special taxes and any assessments for the year 2003, which are a lien against the Donated Property but are not yet due or payable.

Grantee joins in this instrument to acknowledge its agreement to the conditions, limitations, restrictions and other matters contained herein.

WITNESS THE EXECUTION of this instrument on this, the ____ day of December, 2003.

GRANTORS:

WILLIAM Y. QUISENBERRY, III

JOHN N. QUISENBERRY

GRANTEE:

CITY OF CLINTON, MISSISSIPPI, a
Municipal Corporation

By: _____
ROSEMARY G. AULTMAN, Mayor

Attested:

WAYNE DERRICK, Clerk

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 December, 2003, within my jurisdiction, the within named WILLIAM Y.
QUISENBERRY, III, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission expires:

(Affix Notary Seal)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Personally appeared before me, the undersigned authority in and for the said county and state,
on this ___ day of December, 2003, within my jurisdiction, the within named JOHN N.
QUISENBERRY, who acknowledged that he executed the above and foregoing instrument.

NOTARY PUBLIC

My Commission expires:

(Affix Notary Seal)

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 December, 2003, within my jurisdiction, the within named ROSEMARY G. AULTMAN, and WAYNE DERRICK, who acknowledged that they are Mayor and Clerk, respectively, of the City of Clinton, a Mississippi municipal corporation, and that for and on behalf of the said municipality, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

NOTARY PUBLIC

My Commission expires:

(Affix Notary Seal)

GRANTORS' ADDRESS
AND TELEPHONE NUMBER:

William Y. Quisenberry, III
305 East Main Street
Clinton, Mississippi 39056
Business Telephone: (601) 965-1851
Home Telephone: (601) 924-0353

John N. Quisenberry, Esq.
10472 Lindbrook Drive
Los Angeles, California 90024
Business Telephone: (310) 785-7966
Home Telephone: (310) 474-6561

GRANTEE'S ADDRESS
AND TELEPHONE NUMBER:

City of Clinton
c/o Honorable Rosemary Aultman, Mayor
City of Clinton
P.O. Box 156
Clinton, Mississippi 39060
Business Telephone: (601) 924-5462
Home Telephone: N/A

INDEXING INSTRUCTIONS:

Part of the SE¼ of Section 20-T6N-R1W,
City of Clinton, County of Hinds, First Judicial District,
State of Mississippi

INSTRUMENT PREPARED BY:

J. Grant Sellers, Esq.
WATKINS & EAGER PLLC
400 East Capitol, Suite 300
Jackson, Mississippi 39201
Telephone: (601) 948-6470

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