

**ADJOURNED MEETING OF THE MAYOR AND BOARD OF ALDERMEN
TUESDAY, OCTOBER 20, 1992 - 5 P.M.
MUNICIPAL COURTROOM**

The Mayor and Board of Aldermen of the City of Clinton met in Adjourned Meeting at 5 P.M., at the Municipal Courtroom, 200 Jefferson Street, pursuant to a Recess Order adopted by said Mayor and Board of Aldermen at their Regular Meeting of October 6, 1992, as found on Page 692 of this Minute Book V.

WELCOME AND CALL TO ORDER - Mayor Billy Ray Smith

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The Invocation was led by Fire Department Shift Commander Edwin Price followed by the Pledge of Allegiance to the Flag led by Alderman Sharbert Lott.

ROLL CALL - City Clerk Nelson Byrd

Present - Willard Ryan - Alderman-at-Large
O. C. George Ferrell - Alderman Ward 1
Edward Valente - Alderman Ward 2
Ben Todd - Alderman Ward 3 - Arrived 6 p.m.
Sharbert Lott - Alderman Ward 6
Mayor Billy Ray Smith - Presiding
City Attorney William E. Spell
City Clerk Nelson Byrd

Absent - Keith Montgomery - Alderman Ward 4 - out of town on business

Jean Johnson - Alderman Ward 5

APPROVAL OF CONSENT AGENDA ITEMS A-Q:

- A. \$5,000.00 to CCCC's for 1992-1993 financial support - budgeted (Adm.)
- B. \$7,942.00 to CMPDD for 1992-1993 financial support - budgeted (Adm.)
- C. \$49.00 plus travel expenses for Yvonne Griffin to attend seminar in Jackson Nov. 16, 1992 - High Impact Communication Skills for Women (Water)
- D. \$1,655.12 to Apac-MS for asphalt for street repairs (PWD)
- E. \$1,185.46 to Brambles Equip. to repair air compressor (PWD)
- F. \$905.00 to Cap-Weld for chlorine for water treatment (PWD)
- G. \$638.71 to Mid-South Machine for repair of asphalt roller (PWD)
- H. \$516.40 to SW Paving for mix and tar for street repair (PWD)
- I. \$266.76 to Hudgely's for meal expense for 57 prisoners from the Sheriff's Office provided to cut and clean drainage ditch in Trailwood (PWD)
- J. \$765.00 to Unitech for annual copier maintenance service (Pol.)
- K. \$989.00 estimate to Clinton Body Shop to repair and repaint 1986 Ford Crown Victoria V-16 (Fire)
- L. \$1,958.00 to Office Depot (low quote) for 2 computers for Adm. offices in Fire Department (Fire)
- M. \$1,393.00 low bid to Wilkinson Const. Co. to install playground equipment in Robinson Park donated by McDonald's (P&R)
- N. \$617.00 (State Contract Price) to MS Office Supply for IBM typewriter 15 for (P&R)
- O. \$2,105.00 low quote to Staring Trailer Sales for 20' heavy trailer to haul equipment (P&R)
- P. Approval of agreements with Ron Barton (McDonald's) releasing all liability on donated playground equipment and removing McDonald's I.D. marks from same (P&R)
- Q. Approval of Office Mgt. Systems Service Agreement for computer maintenance 10-31-92/4-30-93 \$1,499.44 (Adm./Water)

MOTION made by Alderman Lott and SECONDED by Alderman Valente to approve Consent Agenda Items A-Q as listed above. MOTION CARRIED UNANIMOUSLY. The Board finds as fact that support, advertising or dues found in agenda items A and B will serve to advertise favorably the opportunities, possibilities, and resources of the City of Clinton. Copy of agreement in Consent Item P may be found on page 739 of this Minute Book V with quotes in items L, M, and O found in the Office of the City Clerk.

RED RIBBON WEEK DECLARED IN CLINTON

MOTION made by Alderman Valente and SECONDED by Alderman Ferrell to approve and support that proclamation presented by Mayor Smith to CHS Students Against Drunk Driving designating October 21 - November 1, 1992, as Red Ribbon Week in Clinton, Mississippi. MOTION CARRIED UNANIMOUSLY. Copy of said proclamation is on file in the Office of the Mayor.

SPECIAL HEARING TO BE SET FOR VARIANCE REQUEST FOR MERCHANTS AND PLANTERS BANK

Following considerable discussion of that request of Merchants and Planters Bank for a variance for front yard set-back of approximately eight feet from the property line for the purpose of locating a temporary trailer to be used until such time construction of said bank is completed to allow said bank to begin business in Clinton by Thanksgiving, and realizing that said business must follow the normal procedures set out in Section 2010 of the City of Clinton Zoning Ordinance regarding public hearings before the City Planning and Zoning Board, MOTION made by Alderman Valente and SECONDED by Alderman Lott requesting the Planning and Zoning Commission to hold a special hearing for the purpose of considering said variance request, and authorize the City Clerk to adequately publish notice of said hearing, and the public works director to adequately post signs for said public hearing to be held at a special meeting of the Planning and Zoning Commission at a date and time that they shall set. MOTION CARRIED UNANIMOUSLY. It was noted that Mayor Smith stated that the Mayor and Board of Aldermen will call a special Board meeting immediately upon the action of the City Planning and Zoning Board to act on said matter.

UPDATES GIVEN ON CITY POLICE/COURTROOM FACILITY; LOVETT LAGOON AND TRACEWAY PARK GAMES

Architect Al Usry gave a brief report on the progress of construction on the police/courtroom facility noting that said facility is approximately 62% complete to date. Greg Gearhardt followed with an update on progress with the Lovett Lagoon. Parks & Recreation Director Carroll Arledge then reported 98 soccer teams (mainly from Mississippi) competed in 174 games in Traceway Park this past weekend, and that the Regional Commission from the National Youth Soccer Association visited Traceway Park and were very complimentary of the Clinton facilities. NO BOARD ACTION required on any of the aforementioned items.

Alderman Todd arrived 6 p.m.

PRICE PROPERTY TO BE DISCUSSED AGAIN AT NEXT BOARD MEETING

Noting that the Mayor and Board of Aldermen previously adopted an agreement to purchase the Price Property as found on pages 209-210 of Minute Book V, and that before the Board tonight is a modification of that agreement as a counter offer with the only difference being that all the Price interest in Livingston Road was transferred from the Price's to the City of Clinton in the first agreement, and the second agreement limits the interest to that portion adjacent to the property purchased, following lengthy

discussion, Alderman Ryan MOVED to adopt the modified contract as found on pages 740-748 of this Minute Book V, to purchase said Price property and move forward. Calling twice for a second and receiving none, MOTION DIED FOR LACK OF SECOND. Lengthy debate followed regarding Livingston Road and access to property, and at 6:35 p.m., Mayor Smith stated that this matter would be taken under advisement, and said item is to be placed on the next agenda for action. NO BOARD ACTION taken.

REVIEW OF INSURANCE REQUIREMENTS FOR CONTRACTORS & SUB-CONTRACTORS

Alderman Todd reviewed current insurance requirements placed on contractors working in the City of Clinton and suggested that the City consider raising our current bond requirement of \$2,500 to \$5,000 noting that this would give the citizens of Clinton twice as much coverage at no additional cost to the contractor since the bond premium for \$2,500 - \$5,000 is \$50.00. Alderman Todd was in the process of making further suggestions for alterations to current bonding practices such as requiring contractors to file a certificate of insurance with the City when they apply for a building permit as proof that they do carry liability coverage, when it was suggested by Alderman Ryan that this was unnecessary and simply a means to sell insurance, at which time Alderman Todd asked that the entire presentation be withdrawn from consideration. NO BOARD ACTION taken.

M. C. BASKETBALL AD APPROVED

MOTION made by Alderman Lott and SECONDED by Alderman Ferrell to approve a full page ad in the Mississippi College Choctaw Basketball program at \$125.00. MOTION CARRIED 5-0 with Alderman Valente abstaining due to his employment with Mississippi College.

ADJOURNMENT - 7 P.M.

There being no further business to discuss, MOTION made by Alderman Ferrell and SECONDED by Alderman Lott to adjourn. MOTION CARRIED UNANIMOUSLY.

Copy of Agenda may be found on Pages 749 of this Minute Book V.

APPROVED:

Billy R Smith
Billy Ray Smith, Mayor

10-22-92
Date

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

10-22-92
Date

SEAL

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PASTE PROOF HERE

INVITATION TO BID
 Sealed bids will be accepted by the City of Clinton, MS until the hour of 10 A.M. the 29th day of October 1992 for one (1) new triple combination pumper, complete with all equipment as specified. Complete apparatus must be built in accordance with the latest recommendations of the National Fire Protection Association 1901 standard and the Underwriters' Laboratories Inc. Include with the bid a copy of the Lease-Purchase rates and figures in the format of the "Payment Options" form in the specifications.
 The officials of the buyer reserve the right to accept the bid they deem is in the best interest of the City. Proposals shall be marked "Sealed Proposal for Fire Truck". The award will be made to the lowest responsible bidder meeting the requirements of the specifications.
 No bid may be withdrawn for a period of thirty (30) days.
 The buyer reserves the right to reject any and all bids. Specifications are on file in the office of the Purchasing Agent.
 /s/ Edward L. Robertson
 Purchasing Director
 October 12, 19, 1992

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

Hollie Barlow

an authorized clerk of THE CLARION-LEDGER, a daily newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date October 12, 1992

Date October 19, 1992

Date _____, 19____

Date _____, 19____

Date _____, 19____

Number of Lines 42

Published 2 Times

Total \$ 22.84

Signed Hollie Barlow

Authorized Clerk
 of The Clarion-Ledger

SWORN to and subscribed before me the 19th day of October,
 1992.

Janet Boatner
 Notary Public

My Commission Expires:
My Commission Expires Nov. 17, 1992

(Seal)

RESOLUTION

Upon motion duly made by ALDERMAN VALENTE, seconded by ALDERMAN MONTGOMERY, a quorum being present, the following

Resolution was adopted:

RESOLVED, that the City of Clinton, Mississippi, being a unit of local government, shall unite with additional units of local government to form the Central Mississippi Solid Waste Management Authority pursuant to § 17-17-301 et seq. of the Mississippi Code of 1972, Annotated, as amended; that the creation of said Authority shall be initiated by this Resolution as well as by the enabling Resolution of each participating unit of local government affected thereby; and

RESOLVED, that the necessity for the Authority is to serve and provide for the public convenience and necessity of each participating unit of local government including but not limited to the health, safety and welfare of the population served by this unit of local government as well as any participating unit of local government so as to service the needs for planning, research, development and implementation of the design, management, and operation of facilities for regional solid waste management, including recycling and landfill and co-generation facilities, encouragement for continuing improvement and providing of adequate incentives and processes for reducing operation and other costs in the management of regional solid waste as well as to provide for collection, processing, disposal, and/or recycling of regional solid waste; and

RESOLVED, that the primary function of said Authority shall be to exercise the powers, duties and responsibilities set forth in § 17-17-301 et seq. of the Mississippi Code of 1972, Annotated, as amended, which the Authority may deem appropriate and in the best interest of the general public, consistent with the necessity for the Authority as stated hereinabove; and

RESOLVED, that MAYOR BILLY RAY SMITH shall be the designated representative of the unit of local government designated herein and further that MAYOR SMITH shall be authorized and directed to execute any and all documents necessary to enter into an incorporation agreement with other participating units of local government for and on behalf of the City of Clinton, Mississippi; and

RESOLVED, that it is expressly understood that any incorporation agreement executed by the designated representative must be approved by further resolution of this unit of local government in order to become effective in its application to this unit of local government, and said incorporation agreement must contain a provision authorizing any unit of local government which is a member of the proposed Authority to withdraw from the Authority during a period of at least sixty (60) days from the date that the Authority comes into existence; and

RESOLVED, that the proposed Authority shall be created and established as a public body, corporate and politic, constituting a political subdivision of the State of Mississippi and shall be deemed to be acting in all respects for the benefit of the people of the State of Mississippi in the performance of essential public functions and the Authority shall be empowered in accordance with § 17-17-301 et seq., of

the Mississippi Code of 1972, Annotated, as amended, to promote the health, welfare, and prosperity of the general public.

ADOPTED AND APPROVED on this the 3rd day of NOVEMBER,
19 92.

Billy R Smith

(Seal)

ATTEST:

Nelson Byrd

CERTIFICATE

I, Nelson Byrd, being the City Clerk of Clinton, Ms.
do hereby certify and attest that the foregoing Resolution was adopted at a regular
meeting of the Mayor and Bd. of Aldermen for the City of Clinton, Ms.
and that the foregoing is a true and correct copy of such, which is of record in the
minutes of the City of Clinton.

WITNESS MY SIGNATURE on this the 3rd day of November,
19 92.

Nelson Byrd

13

William Byrd

Department of Public Works

P.O. Box 156 • Leake /Jefferson St.
Clinton, MS 39060
(601) 924-2239 • (601) 924-8532 (FAX)

W. Harold Alderman
Director

Richard L. Broomz, P.E.
City Engineer



October 23, 1992

Hon. Billy Ray Smith
Mayor, City of Clinton
City Hall
Clinton, Mississippi 39056

Dear Mayor Smith:

In the process of widening and restoring Springridge Road south of the construction completed by the Mississippi Highway Department, two (2) fuel tanks have been discovered on right-of-way property purchased by the City. These tanks must be moved before work can continue. In addition, the tanks present a danger to the removal and replacement of utilities along the right-of-way, which is now in progress.

It is necessary that the City contract for the removal of these tanks in order that the construction of this project shall continue on schedule. It is particularly important that the contractor be able to perform crucial work in the relocation of utilities and preparation of the site during this period of good weather and before rains set in.

Therefore, I request that the Mayor and Board of Aldermen determine an emergency to exist requiring the removal of the fuel tanks and that an exception to the bid process be granted, as provided by the law governing public purchases.

In consultation with the City Attorney, a Resolution will be presented setting forth the facts as I have related them here, which I know to be correct from my own personal knowledge.

Sincerely,

W. Harold Alderman
Director of Public Works

WHA/nra

ALDERMEN
O. C. George Ferrell
Ward One
Edward J. Valente
Ward Two
Ben L. Todd
Ward Three
Keith N. Montgomery
Ward Four



Billy Ray Smith, Mayor

ALDERMEN
Jean W. Johnson
Ward Five
Sharbert K. Lott
Ward Six
Willard A. Ryan
Alderman-At-Large
Nelson Byrd
City Clerk

MEMO TO: Harold Alderman, Public Works Director
FROM: Mayor Billy Ray Smith *BRS*
SUBJECT: Removal of fuel tanks on Springridge Road in path of
Springridge Road Widening Project
DATE: October 27, 1992

Dear Harold:

In response to your letter dated October 23, 1992, regarding the discovery and suggested removal of the two fuel tanks in the path of the Springridge Road Widening Project, I concur that the tanks must be removed at the earliest possible date, and authorize you and City Attorney Spell to draw up a Resolution setting forth the facts as required by law to declare an emergency nature and avoid the further delay of normal bid process. By copy of this memo, I am authorizing City Clerk Byrd to place this matter on the November 3, 1992, agenda for action by the Board of Aldermen. You will need to get the proper documentation to Mr. Byrd right away.

cc: Bill Spell, City Attorney
Nelson Byrd, City Clerk✓

LICENSE AGREEMENT

WHEREAS, the City of Clinton purchased from Malcolm S. Kretschmar, Jr., a parcel of land adjoining Spring Ridge Road in Clinton, Hinds County, Mississippi, more particularly described in that certain deed filed in the records of the Chancery Clerk of the First Judicial District of Hinds County, Mississippi in Deed Book _____, Page _____; and

WHEREAS, said parcel of land has now been conveyed from Malcolm S. Kretschmar, Jr. to Angus, Inc., a Mississippi corporation; and

WHEREAS, the City of Clinton desires to conduct certain construction activities upon said property, namely, removal of gasoline storage tanks; and

WHEREAS, the gasoline storage tanks and the associated pipes extend upon the property of Angus, Inc.; and

WHEREAS, it is the mutual desire of Angus, Inc. and the City of Clinton to remove said tanks and pipes; and

WHEREAS, it is in the public interest and necessary to protect the property of the City of Clinton that the City encroach upon the property of Angus, Inc.;

IT IS NOW THEREFORE AGREED that the City of Clinton is authorized to encroach upon the property of Angus, Inc. for the purpose of removing said tanks.

IT IS FURTHER AGREED that the City of Clinton will, upon the removal of said tanks, backfill the area from which the tanks are removed and place the concrete removed by the City in the evacuation process.

THIS AGREEMENT entered this, the 19th day of January, 1993.

ANGUS, INC.

BY:

Malcolm S. Kretschmar Jr.
MALCOLM S. KRETCHMAR, JR.

THE CITY OF CLINTON

BY:

Billy R. Smith
BILLY RAY SMITH, Mayor

ATTEST:

Nelson Byrd
NELSON BYRD, City Clerk

03-811.C

MALCOLM S. KRETSCHMAR, JR.
(Individually)

THE CITY OF CLINTON
By:

Billy R Smith
BILLY RAY SMITH, MAYOR

ATTEST:

Nelson Byrd
Nelson Byrd, City Clerk

Void. See page 762.

AGREEMENT

FOR AND IN CONSIDERATION of the donation by Ron Barton to the City of Clinton of certain playground equipment described more specifically hereinafter, the City of Clinton hereby agrees to hold Ron Barton and McDonald's Corporation harmless from all liability arising out of any and all claims made with regard to the operation of said equipment upon City-owned premises.

The equipment which is the subject of this Agreement is as follows: Three round tables with four seats; two round tables with three seats; one Big Mac climber; one spiral slide; one teeter-totter with two riders.

Further, the City of Clinton agrees that all McDonald logos, insignia, trademarks or other identifying marks, including McDonald's arches, shall be removed, or covered with paint, so as not to be recognizable.

THIS AGREEMENT entered into between the City of Clinton, Mississippi, and Ron Barton on the 20th day of OCTOBER, 1992.

CITY OF CLINTON, MISSISSIPPI
By:

Billy R Smith
BILLY RAY SMITH, MAYOR

Nelson Byrd
Nelson Byrd, City Clerk

Ron Barton
RON BARTON

9248252

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

THIS AGREEMENT entered into on the _____ day of _____, 1992, between WHITFIELD PRICE, JOE PRICE, G. BALEY PRICE and EDWIN P. PRICE, (hereinafter "Sellers") and the CITY OF CLINTON, MISSISSIPPI, (hereinafter "Buyer").

WHEREAS, Sellers own certain property in the City of Clinton, Mississippi, south of Northside Drive, and more particularly described on Exhibit A attached hereto, consisting of fifty-five (55) acres, more or less, in the First Judicial District of Hinds County, Mississippi; and

WHEREAS, Buyer wishes to purchase that property for public use; and

WHEREAS, the Sellers desire to sell such property;

IT IS, THEREFORE, AGREED as follows:

1. Sellers will sell to Buyer, and Buyer will buy from Sellers, that real property located in the First Judicial District of Hinds County, Mississippi, and more particularly described by Exhibit A attached hereto, which Exhibit is made a part of this Agreement the same as if set forth herein.
2. The Buyer will pay to Sellers for and in consideration of a Warranty Deed to said property the sum of Five Thousand Dollars (\$5000) per acre, or a total payment of \$ 283,000, said payment to be made in full upon the delivery of a Warranty Deed by Sellers.
3. Sellers will provide to Buyer not less than five (5) days before the close of the sale and the delivery of the Warranty Deed a Title Opinion from an attorney on whose Opinion a reputable and reliable title insurance company will issue a Policy of Title insurance.
4. Buyer shall designate and name any park or public facility established upon the purchased property as the "Price Park".
5. Sellers will deliver, at the time of closing, a Quit

Claim Deed conveying all of the right, interest or title that Sellers have in that land described as "Livingston Road" on the western border of the real property conveyed herein. Sellers also agree to convey to the City of Clinton at a time to be determined by the City of Clinton within five (5) years from the date of this Agreement any interest that the Sellers or any of the individuals who are parties to this Agreement have in that real property described as "Livingston Road" for a price to be determined at the time of its conveyance by calculating the average of an appraisal made by the Sellers and an appraisal made by the Buyer and an appraisal made by a third person agreed to by the Sellers and Buyer.

6. The sale of the property which is the subject of this Agreement shall be concluded not later than one hundred twenty (120) days from the date of this Agreement.

7. The property which is the subject of this Agreement shall be conveyed to Buyer by Sellers without any lein, mortgage or other encumbrance.

IN WITNESS WHEREOF, Sellers and Buyer affix their signatures to this Agreement effective on the day first above written.

Whitfield Price
WHITFIELD PRICE

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the above-named WHITFIELD PRICE who, after by me being duly sworn, states upon his oath that the above Agreement is true and correct and that the signature thereon is his signature.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 20th day of October, 1992.

Christine E. Walls
Notary Public

My Commission Expires:
My Commission Expires July 24, 1994

Joe Price
JOE PRICE

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the above-named JOE PRICE who, after by me being duly sworn, states upon his oath that the above Agreement is true and correct and that the signature thereon is his signature.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 20th day of October, 1992.

Christine E. Walls
Notary Public

My Commission Expires:
My Commission Expires July 24, 1994

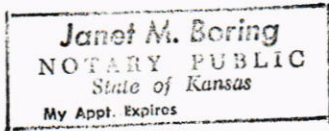
G. BALEY PRICE TRUST
By:

G. Baley Price
Cora Lee Beers Price, Trustees

STATE OF ~~MISSISSIPPI~~ KANSAS
COUNTY OF ~~HINDS~~ DOUGLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the above-named _____, who, after by me being duly sworn, states upon oath that _____ is authorized for and on behalf of the G. Baley Price Trust to execute and deliver this Agreement to sell and purchase and that the signature thereon is his/her signature.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 16 day of October, 1992.



Janet M. Boring
Notary Public

My Commission Expires:

06-23-95

Edwin P. Price
EDWIN P. PRICE

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the above-named EDWIN P. PRICE who, after by me being duly sworn, states upon his oath that the above Agreement is true and correct and that the signature thereon is his signature.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 20th day of October, 1992.

Christine E. Wall
Notary Public

My Commission Expires:

My Commission Expires July 24, 1994

The City of Clinton
By:

BILLY RAY SMITH, MAYOR

Attest:

Nelson Byrd, City Clerk

NORTHSIDE DRIVE (80' R.O.W.)

S 84°59'57"W 847.1432'
P.O.B. 149.55' 103.83' N 87°43'41"W 259.75' N 89°04'55"W 280.12'
FLIP CHORD DIST. CHORD DIST. CHORD DIST.



KENTWOOD SUBD. PART 1

10" SANITARY SEWER EASEMENT

CLINTON PARK SUBD. PART 3

56.06 ACRES

KENTWOOD SUBD. PART 2

S.L.P.

S.L.P.

S.L.P.

S.L.P.

S.L.P.

S.L.P.

S.L.P.

S.L.P.

S.L.P.

S.L.P.

S.L.P.

OLD NATCHEZ TRACE

85°59'41"E 859.94'

N 65°20'41"E 512.53'

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A CERTAIN PARCEL OF LAND BEING SITUATED
IN THE SOUTH (1/2) HALF OF SECTION 20,
T8N, R1W, CITY OF CLINTON, HINDS
COUNTY, MISSISSIPPI CONTAINING 2.442,210.34
SQUARE FEET OR 56.06 ACRES, MORE OR LESS.

PROPOSED

CLINTON PARK SITE

DATE OF SURVEY: JUNE 12, 1992

COUNTY: HINDS

SURVEY CLASS: "C"

SCALE: 1"=300'

FLOOD ZONE: "C" & "B"

PANEL NO. 280071 0002

DATE: AUGUST 17, 1981



ANDERSON ENGINEERS, P.A.

P.O. BOX 254

CLINTON, MS. 39060-0254

(601) 924-3911

AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, WHITFIELD PRICE, JOE PRICE, G. BALEY PRICE and EDWIN P. PRICE, (hereinafter "Sellers") and the CITY OF CLINTON, MISSISSIPPI, (hereinafter "Buyer") agree as follows:

WHEREAS, Sellers own certain property in the City of Clinton, Mississippi, bounded on the west by the east boundary line of fifty-five (55) acres, more or less, which real property is the subject of an Agreement of the Sellers to sell and the Buyers to buy, and on the east side by the Quisenberry property;

WHEREAS, the boundary of said property is uncertain; and

WHEREAS, the Buyers wish to purchase all of the property owned by Sellers without leaving a strip between the fifty-five (55) acre tract and the Quisenberry tract;

IT IS, THEREFORE, AGREED as follows:

1. Sellers will sell to Buyer, and Buyer will buy from Sellers, that real property located in the First Judicial District of Hinds County, Mississippi, that lies between the fifty-five (55) acres proposed to be purchased and the Quisenberry property; and Buyers will pay to the Sellers the sum of Five Thousand Dollars (\$5000) per acre for the subject property which is understood to be approximately one (1) acre, more or less.

2. Buyer will purchase property from Seller when the Seller has presented to Buyer a Title Opinion of an attorney on which Opinion a Land Title Insurance company will issue a policy for said property.

THIS AGREEMENT to purchase the above-described property shall become effective on the day provided herein and shall extend for a period of twelve (12) months thereafter.

THIS AGREEMENT entered into on this the _____ day of

_____, 1992.

IN WITNESS WHEREOF, Sellers and Buyer affix their signatures to this Agreement effective on the day first above written.

Whitfield Price
WHITFIELD PRICE

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the above-named WHITFIELD PRICE who, after by me being duly sworn, states upon his oath that the above Agreement is true and correct and that the signature thereon is his signature.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 20th day of October, 1992.

Christine E. Walls
Notary Public

My Commission Expires:
My Commission Expires July 24, 1994

Joe Price
JOE PRICE

STATE OF MISSISSIPPI

COUNTY OF HINDS

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SWORN TO AND SUBSCRIBED BEFORE ME, this the 20th day of October, 1992.

Christine E. Walls
Notary Public

My Commission Expires:
My Commission Expires July 24, 1994

G. BALEY PRICE TRUST
By:

G. Baley Price
Cora Lee Baley Price, Trustee

STATE OF ~~MISSISSIPPI~~ KANSAS
COUNTY OF ~~HINDS~~ DOUGLAS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in
and for the jurisdiction aforesaid, the above-named
_____, who, after by me being duly sworn,
states upon oath that _____ is
authorized for and on behalf of the G. Baley Price Trust to exe-
cute and deliver this Agreement to sell and purchase and that the
signature thereon is his/her signature.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 16 day of
OCTOBER, 1992.



Janet M. Boring
Notary Public

My Commission Expires:
06-23-95

Edwin P. Price
EDWIN P. PRICE

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in
and for the jurisdiction aforesaid, the above-named EDWIN P.
PRICE who, after by me being duly sworn, states upon his oath
that the above Agreement is true and correct and that the signa-
ture thereon is his signature.

SWORN TO AND SUBSCRIBED BEFORE ME, this the 20th day of
October, 1992.

Christine E. Waller
Notary Public

My Commission Expires:
My Commission Expires July 24, 1994

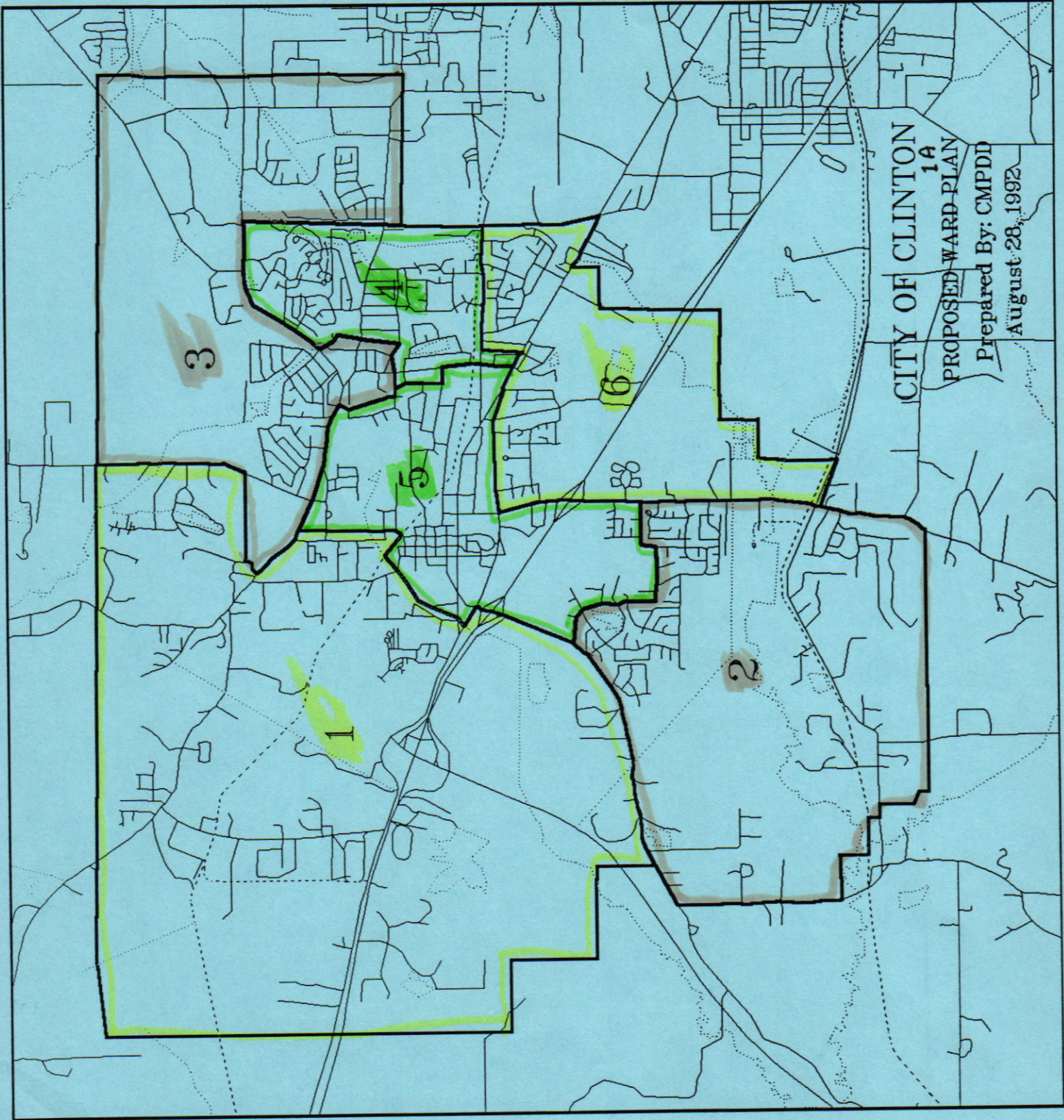
The City of Clinton
By:

BILLY RAY SMITH, MAYOR

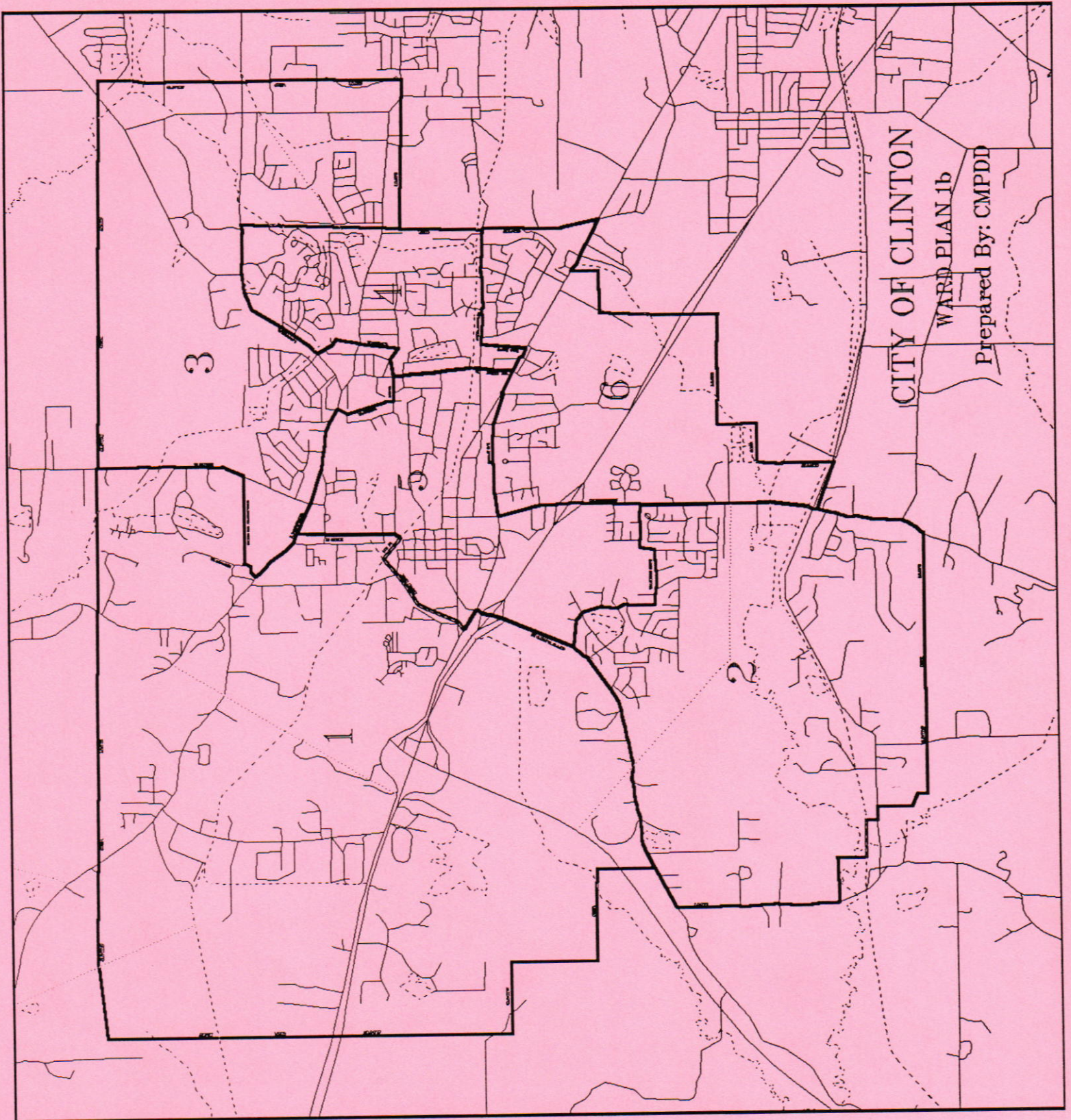
Attest:

Nelson Byrd, City Clerk

NOT APPROVED



APPROVED



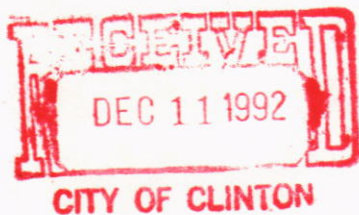
PASTE AD HERE

110 Clinton
legals

Notice is hereby given that the Mayor and Board of Aldermen will, at its regular meeting on November 3, 1992, at 7:00 P.M. in the A.E. Wood Memorial Library in Clinton, Mississippi, hear any objections to the proposed special improvements proposed to be constructed in the Cotton Acres Subdivision according to the plans and specifications on file in the office of the Director of Public Works for the City of Clinton, Mississippi, in Clinton, Mississippi.

/s/ Billy R. Smith
BILLY RAY SMITH,
MAYOR

ATTEST:-
/s/ Nelson Byrd
NELSON BYRD,
CITY CLERK
October 15, 22, 29, 1992



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PERSONALLY appeared before me, the undersigned notary public for Hinds County, Mississippi,

Hollie Barlow,

an authorized clerk of THE CLINTON NEWS, a weekly newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Date October 15, 19 92

Date October 22, 19 92

Date October 29, 19 92

Date _____, 19 ____

Date _____, 19 ____

Number of Lines 25

Published 3 Times

Total \$ 19.00

Signed Hollie Barlow
Authorized Clerk
of The Clinton News

Sworn to and subscribed before me the 29th day of
October, 19 92.

Janet Beathner
Notary Public

My Commission Expires:

My Commission Expires Nov. 17, 1992

(Seal)