

TOWN OF WALNUT GROVE MINUTES OF
MAYOR AND BOARD OF ALDERMEN MEETING
HELD ON MAY 6, 2003

11

BE IT REMEMBERED and it is hereby certified to that the Mayor and Board of Aldermen met in regular session on Tuesday, May 6, 2003, at 6:00 p.m., in the City Hall. The meeting was called to order by the Mayor Grady Sims.

There were present:

Grady Sims	Mayor
W. C. Croft, Jr.	Aldermen
Jerry Darby	Aldermen
David Dumas	Aldermen
Pamela Gill	Alderwomen
Darla Mayo	Alderwomen
Jeff Webb	Attorney
Ada Chamblee	Town Clerk
Micheal Harper	Marshal
Brent King	City Manager

After prayer by Mayor Grady Sims, the following business was transacted to-wit:

No bids received on water tank repairs, on motion by Aldermen Dumas, seconded by Aldermen Darby to readvertise for repairs and maintenance on water tank on HWY 35, this was unanimously approve by all the Aldermen.

Tommie Rosenbaum and Betty Gomillion of the Ladies Club attended the meeting to ask for the Town's triangle to be landscaped and repairs done to the gazebo. The Mayor and Board of Aldermen agreed for the Town's maintenance crew to do the work and the Town supply the plants and materials. Alderwomen Gill, made the motion to purchase 4 new concrete tables and benches from Wal Mart for the Triangle, this motion was seconded by Aldermen Dumas and an "AYE" vote by all the Board of Aldermen.

Marco/Margrove Apparel has not yet heard about release of grant funds at this time so the matter was continued til June meeting.

Aldermen Dumas made the motion to advertise for bids on gas line relocation in Scott County for Department of Transportation doing bridge replacement, seconded by Aldermen Darby and an "AYE" vote by all the Board of Aldermen.

The Mayor approved all costs and expenses for officials going to the Mississippi Municipal League Convention in Biloxi on motion by Aldermen Croft, seconded by Aldermen Dumas and unanimously approved by all the Board of Aldermen.

The Mayor and Board of Aldermen approved hiring three summer helpers this year two for grass cutting and one for library, on motion by Aldermen Croft, seconded by Aldermen Dumas, and an "AYE" vote by all the Aldermen.

Mississippi Power Company has requested the City Clerk to accepted power bills with the Town being paid \$50.00 per month for this service as a convience for customers with the Bridge out on HWY 35, on motion made by Aldermen Dumas, seconded by Alderwomen Mayo, and an "AYE" vote by the Board of Aldermen to try this for the convience of the customers.

The Mayor was authorized to sign the following agreement between the Town of Walnut Grove and Mississippi Regional Housing Authority on motion by Aldermen Dumas, seconded by Alderwomen Mayo and unanimous approval by all the Board of Aldermen.

The following bills were presented and ordered paid from motion made by Aldermen Croft, seconded by Aldermen Dumas and unanimously approved by all the Board of Aldermen.

The following bills were presented and ordered paid from Water & sewer Operation Funds:

Ada Chamblee	Office Salary	112.50
MS Power Company	Sewer Lift Power	342.70
Central Electric Power	Sewer Lift Power	27.15
MS Power Company	Power	1164.68
Consolidated Pipe	Maintenance	124.72
Momar	Chemicals	705.06
Southern Technical	Sewer Test	128.00
MS Development Authority	Cap Loan Payment	3454.27
Bank of Walnut Grove	Payroll Taxes	211.68
Bank of Walnut Grove	W H Taxes	45.00
T V A	Loan Payment	3683.47
Postmaster	Postage	45.00
Bank of Walnut Grove	Payroll Taxes	232.29
Bank of Walnut Grove	W.H. Taxes	45.00

The following bill was presented and ordered paid from Street Tax Funds:

MS Power Company	Power-Street Lights	0.42
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The following bills were presented and ordered paid from
Gas System Operation Funds:

Ada Chamblee	Office Salary	1687.50
Bank of Walnut Grove	Payroll Taxes	813.87
Bank of Walnut Grove	W H Taxes	538.00
Starmark	Employees Insurance	3748.38
MS Power Company	Power	259.34
Malone Tractor	Maintenance	473.65
Thomas Drilling	Maintenance	45.03
Midstate Tire Service	Maintenance	349.22
McGivney Hardware	Maintenance	36.09
Motor Parts & Gear	Maintenance	309.24
Mas Modern Marketing	Maintenance	472.54
James S. Dollar	Maintenance	360.00
Big Three Meter	Maintenance	276.00
American Plus	Maintenance	65.85
Rental Service	Maintenance	75.00
Ariel's Flowers	Miscellaneous	100.00
Bellsouth	Phones	234.29
A T & T	Phones	86.84
Cingular	Phones	56.97
Teletouch	Phones	23.58
Carthage Printing	Office Supplies	21.87
Dement Printing	Office Supplies	12.06
Carleton Oil Company	Gas & Oil	1017.60
Goodwin Broadcasting	Miscellaneous	100.00
MS State Tax Comm	Sale Tax	2266.00
Viking Office	Office Supplies	247.84
C & J Supplies	Chemicals	639.45
Bellsouth	Office Supplies	30.83
Advantage Energy	Gas Purchased	24903.52
Postmaster	Postage	71.38
Bank of W. G.	Payroll Taxes	432.98
Bank of W. G.	W H Taxes	286.00

The following bills were presented and ordered paid from
General Town Funds:

Frontier Ford	Patrol Car Lease	1094.56
Postmaster	Miscellaneous	267.60
Starmark	Employees Insurance	483.54
MS Power Co.	Power	239.80
Carthage Small Engine	Lawn Mower Expense	191.18
Bellsouth	Library Maintenance	111.39
Jeff Webb	Legal	429.00
Gall's Inc.	Patrol Car	196.85
Leake Co. Jail	Jail Cost	330.00
First Carthage Cox	Insurance	100.00
Mike Goodwin	Miscellaneous	200.00
The Carthaginian	Publication	25.88
The Fish House	Fire Department	340.21
Bank of W. G.	Payroll Taxes	669.37
Bank of W. G.	W H Taxes	243.00
Mid Ms Library	Library Budget	3388.00
MML	Fees & Dues	1350.00
Isle of Capri	Convention Expense	948.00
Gand Casino	Convention Expense	3256.00
DPS Fund 3747	Fine Assessment (3 months)	320.00
State Treasurer	Fine Assessments (3 months)	2807.00
Bank of Walnut grove	Payroll Taxes	548.56
Bank of W. G.	W H Taxes	243.00

Officer's Salaries:

Grady Sims	Mayor	1000.00
W. C. Croft, Jr.	Aldermen	200.00
Jerry Darby	Aldermen	200.00
David Dumas	Aldermen	200.00
Pamela Gill	Alderwomen	200.00
Darla Mayo	Alderwomen	200.00
Ada Chamblee	Town Clerk	100.00
Jeff Webb	Attorney	200.00
Carolyn Wilcher Thomas	Municipal Judge	400.00

The following salaries were also paid:

Brent King	City Manager	2500.00
Jerry Millsaps	Maintenance	2230.00
Mark Trippe	Maintenance	2200.00
James Earl Johnson	Maintenance	1276.00
Dusty Thomas	Summer Help	247.20
Micheal Harper	Marshal	2333.34
Benny Withers	Deputy #2	2200.00
Kevin Polk	Deputy #3	2238.28
David Alexander	Deputy #4	552.00

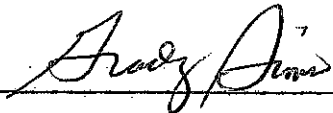
Balance on hand, April 30, 2003:

General Town Funds	18,101.45
Street Tax Funds	5,083.68
Fire Protection Funds	4,326.36
Gas System Revenue Funds	126,596.75
Gas System Operation Funds	10,682.89
Gas System Meter Deposits	14,903.07
Water & Sewer Revenue Funds	2,235.25
Water & Sewer Operation Funds	2,543.88
Water Meter Deposit	3,373.63

There being no further business, on motion duly made and seconded.

The meeting was ADJOURNED.

So ordered in a regular meeting the 6th day of May, 2003.



Mayor

Attest:



Town Clerk

CONTRACT FOR TRANSFER OF GAS DISTRIBUTION SYSTEM

THIS CONTRACT (the "Agreement") is made this _____ day of _____, 2003, by and between **The Mississippi Regional Housing Authority No. V**, a public body corporate, created pursuant to the terms and provisions of Miss. Code Ann. §§43-33-101 et seq., its successors and assigns, (singularly and collectively, "MRHA-V"), whose address and principal place of business is 110 Broadstreet, P. O. Box 419, Newton, Mississippi 39345-0419, telephone number (601) 683-3371, and the **Town of Walnut Grove, Mississippi**, ("Town"), whose mailing address is P. O. Box 236, Walnut Grove, Mississippi 39189, telephone number (601) 253-2321. For the mutual promises, considerations and understandings set forth below, MRHA-V and Town contract and agree as follows:

I. General

MRHA-V owns and operates an apartment complex in the Town of Walnut Grove, Mississippi, (hereinafter referred to as "Housing Development"), and the legal description for which is described as follows:

Begin at the intersection of the South line of Mill Street and the West line of Lindsay Avenue, Luke Addition, Town of Walnut Grove, Leake County, Mississippi, and run N 01° 00' W, 440.3 feet to the South line of Rimmer Street; thence S 89° 50' W, along the South line of Rimmer Street, 623.6 feet to the East right-of-way line of Mississippi Highway No. 35; thence S 86° 30' E, 210 feet; thence S 12° 01' W, 100 feet; thence S 86° 36' E, 506.6 feet to the Point of Beginning. The above described property being situated in the W½ of the SE¼ of Section 27, T9N, R8E, Leake County, Mississippi, and contains 6.0 acres, more or less.

The Housing Development was developed and is operated by MRHA-V for the purpose of furnishing safe and sanitary dwelling accommodations for persons of low income. MRHA-V owns and operates the natural gas distribution system for and on the property described herein. Said natural gas distribution system is used by MRHA-V to furnish natural gas to tenants. MRHA-V purchases gas from the Town through a master meter for the Housing Development and distributes that natural gas to its various tenants.

MRHA-V desires to sell its natural gas distribution system for the Housing Development, except for the piping, appurtenances or appliances located downstream of the individual service meters and/or located inside the Housing Development. The Town is willing to acquire said facilities, which are more particularly described herein below, on the terms and conditions set forth in this contract.

II. Obligations of MRHA-V

A. In consideration of the undertakings and agreements of the Town as set forth in Section III A of this agreement, MRHA-V hereby agrees to and does sell, convey, assign and warrant to the Town on the Take Over Date as defined in Section V below, the natural gas distribution systems serving the Housing Development owned and/or operated by MRHA-V on the MRHA-V property described herein including (a) all piping, valves, regulators, fittings and related appliances and appurtenances thereto located between the Town's current master meter and each of the individual service meters and regulators utilized to measure the amount of natural gas going to any Housing Unit and (b) the above-mentioned individual service meters and regulators. It is understood and agreed that MRHA-V conveys the above-described distribution system in an "as is" condition. It is understood and agreed that nothing herein shall be construed as conveying to the Town the piping, appurtenances or appliances downstream of any individual service meter and regulator or any piping located under or within any building, house or residential unit on MRHA-V's above-described property, it being the intention of the parties that the Town's ownership shall end at the outlet side of the individual service meters and regulators now existing or hereafter installed. Town shall have no ownership in or responsibility for any repair, maintenance, upkeep or inspection of any natural gas piping located under or within any structure on MRHA-V's property, or for any gas burning appliance located in or around any such structure. The above-described natural gas facilities acquired by the Town under the terms of this contract are referred to hereinafter as the "Distribution System".

B. For the same consideration mentioned above, MRHA-V agrees to grant, sell, convey, warrant and assign to the Town a right-of-way and easement, ten feet in width, for the operation, alteration, maintenance, repair, replacement, extension,

expansion and addition to the Distribution System, said easement being five feet in width on each side of the Distribution System as laid and such other space as the Town may reasonably require for temporary work space from time to time but not to exceed five feet in width on each side of the ten foot wide permanent right-of-way for the purposes of operating, repairing, maintaining, removing or replacing the Distribution System, in whole or in part, Simultaneously with the execution of this contract, MRHA-V shall deliver to Town a valid and effective Easement in the form attached hereto as Exhibit "A" which shall be effective on the Take Over Date as that term is defined in Section V. A. of this agreement.

C. MRHA-V does hereby sell, convey and assign to the Town, as of the Take Over Date, all customer deposits, if any, for users of the Distribution System.

D. MRHA-V does hereby sell, convey and assign to the Town any and all warranties pertaining to the Distribution System and warranties pertaining to work done in respect of any of the Distribution System.

E. MRHA-V shall continue, after the Take Over Date, to be responsible for any and all maintenance, costs and liabilities for any piping, appliances or other equipment related to natural gas service downstream of each individual service meter now existing or hereafter installed.

F. MRHA-V agrees to pay to the Town on the Take Over Date the sum of Three Thousand Dollars (\$3,000.00) for maintenance and repair work which the Town will be required to immediately perform. MRHA-V shall also pay an additional amount not to exceed \$2,000.00 to Town for further repairs and maintenance upon receipt of invoices or billings from Town. The maximum amount to be paid by MRHA-V pursuant to this paragraph is \$5,000.00.

G. MRHA-V agrees to hold harmless, defend and indemnify Town against any and all liabilities, debts, claims, actions, obligations, judgments, costs, expenses, legal fees, fines, penalties and orders, whether known or unknown, whether based in tort, contract, statute or equity, including but not limited to property damages and personal injury, which arise prior to the Take Over Date and which are caused by, arise from or are connected, in any way with the Distribution System. In addition, Town shall have no obligation to perform any obligations or pay any sum of money that should have been

performed or which became due and payable prior to the "Take Over Date" and such obligations shall remain with MRHA-V and shall be satisfied promptly.

H. MRHA-V agrees to execute any additional documents that Town may reasonably require to confirm this contract and to accomplish the intent and purposes of all provisions hereof.

III. Obligations of Town

A. Town agrees and covenants to accept, operate and maintain the Distribution System in a good, safe and reliable condition on and after the Take Over Date. After the Take Over Date, MRHA-V shall be under no obligation of any kind to reacquire the Distribution System.

B. Town understands that some, if not all, of MRHA-V's Tenants are currently receiving natural gas through the Distribution System. Town agrees that it will not charge any existing Tenant who is currently receiving natural gas, a connection fee or deposit when Town acquires the system, other than the deposit to be paid by MRHA-V. Rather, existing Tenants currently purchasing natural gas from MRHA-V shall have the right to continue to purchase natural gas from Town without the necessity of making a deposit or paying a connection fee of any kind to Town. It is further understood, however, that Town shall have the right to terminate gas service to any existing Tenant (or any future Tenant) who fails to pay Town for gas delivered by Town to that Tenant. Said termination shall be in accordance with Town's Service Rules and Regulation and in accordance with the laws of the State of Mississippi and the Rules and Regulations of the Mississippi Public Service Commission. In the event Town terminates service to any existing or future Tenant for non-payment of a bill, then, prior to reconnecting service to that Tenant, Town may, in its sole discretion, require that Tenant to pay a deposit and a reconnection fee or both prior to reconnecting that Tenant's gas service. It is further agreed that Town shall have the right to require a deposit and a connection fee from any future Tenant of MRHA-V who desires to obtain natural gas service from Town after the Take Over Date. Service to all Tenants of the Housing Authority will be in accordance with Town's Service Rules and Regulations that have been approved by the Mississippi

Public Service Commission and in accordance with the Mississippi Public Service Commission's Rules and Regulations and the laws of the State of Mississippi.

C. Natural gas service to Tenants receiving gas from the Distribution System shall be on the terms, conditions and rates provided in Town's existing residential rate schedule as may be amended from time to time.

D. It may be necessary for Town to install individual meters and regulators at some Housing Developments on MRHA-V's property. Town shall have the right under this contract, to begin installing individual meters prior to the Take Over Date.

E. MRHA-V agrees to execute any additional documents that Town may reasonably require to confirm this contract and to accomplish the intent and purposes of all provisions hereof.

IV. Warranties and Representations

A. MRHA-V warrants and represent that it has clear title to the Distribution System and the real property on which Town is acquiring its easement and that there are no mortgages, security interests, liens or encumbrances affecting either; that it is authorized to sell, transfer and convey the Distribution System and said easement to Town and that it has obtained all necessary approvals to sell said Distribution System and easements on the terms herein specified from all state and federal agencies whose approvals must be obtained, including the United States Department of Housing and Urban Development ("HUD").

B. MRHA-V warrants and represents that it is in compliance with all applicable laws, ordinances and regulations related to the Distribution System and has not received notice of violation or any law, ordinance, regulation or contract relating to the Distribution System.

C. MRHA-V warrants and represents that no controversies, complaints, condemnation or other proceedings, suits, litigation or administrative proceedings relating to the Distribution System are pending nor anticipated by MRHA-V to be filed or instituted as of the date of this contract.

D. Town warrants and represents that it holds a valid certificate of public convenience and necessity from the Mississippi Public Service Commission to render

natural gas service in the geographic area where the Housing Development is located and that it is authorized to do business in the State of Mississippi.

V. Change Date For Billing of Gas Service – The Take Over Date

A. The term “Take Over Date” as used in this agreement means twelve o’clock noon the 1st day of July, 2003.

B. Title to the Distribution System and the easement herein granted shall pass to and vest in Town on the Take Over Date. On the Take Over Date, Town and MRHA-V shall jointly read Town’s master meter serving the Distribution System, and each of the individual service meters on the Distribution System. As soon as practical after the Take Over Date, Town shall bill MRHA-V for, and MRHA-V shall pay Town, for all gas registered on the master meter up to the Take Over Date. Town shall in its regular course of business, bill the individual customers for all gas used by those customers after the Take Over Date. MRHA-V shall be responsible for billing and collecting any payments owed it by the individual customers for gas used prior to the Take Over Date, and Town shall be responsible for billing and collecting all payments for gas sold by Town after the Take Over Date.

VI. Miscellaneous

A. This Agreement and the exhibits hereto contain the entire agreement of the parties relating to the subject matter described herein. All prior negotiations between the parties are merged in this contract, and there are no promises, agreements, conditions, undertakings or representations, oral or written, expressed or implied, other than as herein stated. No change or modification to this contract shall be valid unless the same is in writing and signed by the parties hereto. No waiver of any of the provisions of this contract or of the exhibits shall be valid unless in writing and signed by the party against whom it is sought to be enforced. No waiver of or failure to enforce any provision of this contract shall constitute a waiver or agreement not to enforce any other provision; nor shall any waiver constitute a continuing waiver.

B. All written notices that are authorized or required in this Agreement shall be sent by U. S. first class mail, postage prepaid to the parties at the address set forth in the first paragraph on page 1 of this Agreement, or to such other address as either party may hereafter designate in writing.

C. This Agreement shall be governed by and construed under the laws of the State of Mississippi.

D. All covenants, agreements and provisions of this contract capable of being enforced after the Take Over Date and all representations and warranties herein contained shall survive beyond the Take Over Date.

EXECUTED as of the date first written above.

**MISSISSIPPI REGIONAL HOUSING
AUTHORITY NO. V**

By: _____

Its: _____

**TOWN OF WALNUT GROVE,
IN LEAKE COUNTY, MISSISSIPPI**

By: _____

Grady Sims, Mayor

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2003, within my jurisdiction, the within named _____, who acknowledged that, he is _____ of the **Mississippi Regional Housing Authority No. V**, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Notary Public

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF LEAKE

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2003, within my jurisdiction, the within named **Grady Sims**, who acknowledged that he is the **Mayor** of the **Town of Walnut Grove, in Leake County, Mississippi**, and that for and on behalf of the said municipality, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said municipality so to do.

Notary Public

My Commission Expires:

PREPARED BY:

Jeffrey T. Webb, Attorney
203 South Pearl Street
P.O. Box 452
Carthage, MS 39051
MSB No. 8785
(601) 267-9762

INDEXING INFORMATION:

W½ of SE¼ of Section 27,
Township 9 North, Range 8 East,
Leake County, Mississippi.

RIGHT-OF-WAY AND EASEMENT

WHEREAS, the Mississippi Regional Housing Authority No. V ("Grantor") is the owner of the following described land in Leake County, Mississippi, to-wit:

Begin at the intersection of the South line of Mill Street and the West line of Lindsay Avenue, Luke Addition, Town of Walnut Grove, Leake County, Mississippi, and run N 01° 00' W, 440.3 feet to the South line of Rimmer Street; thence S 89° 50' W, along the South line of Rimmer Street, 623.6 feet to the East right-of-way line of Mississippi Highway No. 35; thence S 86° 30' E, 210 feet; thence S 12° 01' W, 100 feet; thence S 86° 36' E, 506.6 feet to the Point of Beginning. The above described property being situated in the W½ of the SE¼ of Section 27, T9N, R8E, Leake County, Mississippi, and contains 6.0 acres, more or less.

WHEREAS, Grantor has constructed various buildings, houses and residential rental units which it currently owns and operates, and has also constructed natural gas distribution systems for said housing units, all on Grantor's Property; and

WHEREAS, Grantor currently purchases natural gas from The Town of Walnut Grove ("Grantee") through a master meter for each of the housing units located on Grantor's Property and distributes that natural gas to its various tenants through the distribution systems Grantor has previously constructed; and

WHEREAS, Grantor has conveyed the distribution system to Grantee; and

WHEREAS, the distribution systems which Grantor has conveyed to Grantee are more particularly described as (a) all piping, valves, regulators, fittings and related appliances and appurtenances located on Grantor's Property between Grantee's master meter and each of the individual service meters and regulators utilized to measure the

amount of natural gas going to any individual structure on the Grantor's Property and (b) the above-mentioned individual service meters and regulators (the "Distribution System"); provided however, the Distribution System does not, and is not intended to, include any piping located under or within any building, house or residential unit on the Grantor's Property; and

WHEREAS, Grantor now desires to convey to Grantee a Right-of-Way and Easement covering the Distribution System:

NOW, THEREFORE, for and in consideration of the sum of One and No/100 Dollars (\$1.00) cash*in hand this day paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns an unobstructed perpetual right-of-way and easement to operate, inspect, repair, remove and replace, in whole or in part, with the same or different size pipe, the Distribution System.

The location of said right-of-way and easement on, over and across the Grantor's Property shall be ten feet in width being five feet in width on each side of the Distribution System as the same currently exists. Grantee shall have the right of ingress and egress over the Grantor's property running from the nearest point on the street to the distribution system for the purpose of operating, inspecting, maintaining, repairing, replacing or removing said distribution system or any part thereof from time to time. In addition to the permanent right-of-way herein granted, Grantor hereby grants to Grantee a temporary work space not to exceed five (5) feet on either side of the permanent right-of-way as needed from time to time of the exercise of any rights granted hereunder.

Grantee shall have the right, with written permission of Grantor which shall not be unreasonably withheld, at any time hereafter, to extend additional distribution facilities on, over, under and across the Grantor's Property for the purpose of furnishing natural gas service to Grantor's tenants residing on the Grantor's Property. Upon completion of any such extension, addition or expansion, the same shall become a part of the Distribution System and the above-described right-of-way and easement herein granted shall automatically be expanded to cover such extension, addition or expansion, it being the intention of the parties that the Grantee, its successors and assigns shall have the right from time to time to lay additional facilities on Grantor's Property to service

tenants of Grantor, its successors or assigns without the necessity of acquiring additional easements.

Grantor shall have the right to use the surface of the right-of-way in any way that will not interfere with Grantee's rights granted in this document. Grantor agrees not to place or construct or allow to be placed or constructed any structure, improvement or obstruction or to the change the grade over said permanent right-of-way and easement without Grantee's written consent. Such consent shall not be arbitrarily or unreasonably withheld.

The rights and obligations provided for in this document may be assigned in whole or in part by Grantee to its successors and assigns, without the consent of the Grantor, and will be effective and binding upon the successors and assigns of both Grantor and Grantee.

This document embodies the whole agreement between Grantor and Grantee, and no representation, promise or agreement not expressed in this document has been made to induce the Grantor to execute and deliver it. It is hereby understood that the parties securing this grant on behalf of Grantee are without authority to make and covenant or agreement not herein expressed.

IN WITNESS WHEREOF, Grantor has executed this document this the _____ day of _____, 2003, effective as of noon, July 1, 2003.

MISSISSIPPI REGIONAL HOUSING
AUTHORITY NO. V

By: _____

Its: _____

STATE OF MISSISSIPPI
COUNTY OF LEAKE

Personally appeared before me, the undersigned authority in and for the said county and state, on this the _____ day of _____, 2003, within my jurisdiction, the within named _____ who acknowledged that he is _____ of the Mississippi Regional Housing Authority No. V, and that for and on behalf of the said entity, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said entity so to do.

Notary Public

My Commission Expires:

GRANTOR'S ADDRESS AND TELEPHONE NO.:

The Mississippi Regional Housing Authority No. V
P. O. Box 419
110 Broad Street
Newton, MS 39345
(601) 683-3371

GRANTEE'S ADDRESS AND TELEPHONE NO.:

Town of Walnut Grove
P. O. Box 236
Walnut Grove, MS 39051
(601) 253-2385