

Tupelo Redevelopment Agency

Agenda

March 28, 2024

1. **Review/Approve Minutes of November 16, 2023**
Exhibit A
2. **Ratify Approval of Sportsman Lawn and Landscape as lowest quote for 12 Month Maintenance Contract, Fairpark Residential in the amount of \$2,500 per month.**
Exhibit B
3. **Possible Executive Session in the Matter of Land Sales/Purchase**

TUPELO REDEVELOPMENT AGENCY

AGENDA ITEM

EXHIBIT A

Tupelo Redevelopment Agency

Minutes

November 16, 2023

A meeting of the Tupelo Redevelopment Agency convened at 3:00 pm on November 16, 2023 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Shane Homan, Vice Chair, Cheryl Rainey, and Bentley Nolan. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, and TRA Project Director, Debbie Brangenberg, were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Agency Chair, Reed Hillen.

Review/Approve Minutes of September 21, 2023

Upon a motion by Shane Homan and a second by Cheryl Rainey the Minutes of September 21, 2023 unanimously approved.

Exhibit A

Ratify Payment of Invoice #227830925 Sportsman Lawn and Landscape in the amount of \$300.00 for Bushhogging September, 2023.

Upon a motion by Shane Homan and a second by Bentley Nolan, the Agency voted unanimously to ratify the payment of Invoice # 227830925 Sportsman Lawn and Landscape in the amount of \$300.00 for Bushhogging September, 2023.

Exhibit B

Review/Approve Invoice #104731106 Sportsman Lawn and Landscape October, and November 2023 in the amount of \$4,400.

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, the Agency voted unanimously to approve Invoice #104731106 Sportsman Lawn and Landscape for October and November 2023 in the amount of \$4,400.

Exhibit C

Possible Executive Session in the Matter of Land Sales/Purchase

Upon a motion by Reed Hillen and a second by Shane Homan the Agency voted unanimously to close the regular session to determine the need for Executive Session.

Project Director, Debbie Brangenberg reported to the Agency that there were items concerning the transaction of business and discussion regarding the prospective purchase, sale or leasing of lands in Fairpark. (Miss. Code. Ann. § 25-41-7)

Having determined that this is an appropriate matter to discuss in Executive Session, and upon a motion by Cheryl Rainey and a second by Bentley Nolan, the Agency voted unanimously to enter into Executive Session.

After having discussed matters regarding the prospective purchase, sale or leasing of lands, the Agency voted unanimously to return to Regular Session upon a motion by Shane Homan and a second by Cheryl Rainey.

Action taken:

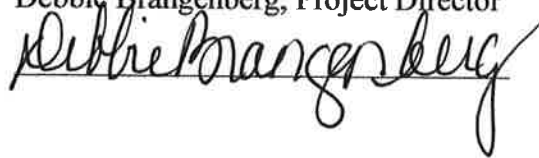
1. Project Director, Debbie Brangenberg reported that the options for Wesley Webb, LLC. Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to offer a six-month option on lots 4-36, 4-37, and 4-38 Fairpark Phase IV.
2. Project Director, Debbie Brangenberg reported that the one-year time frame to begin construction had expired on Lots 4-16, 4-17, 4-27, and 4-28. Upon a motion by Cheryl Rainey and a second by Bentley Nolan, the Agency voted unanimously to grant until April 1, 2024 to show progress. If no progress was made, the Agency would buy back these lots.

Being no further business, Chair Reed Hillen called for a motion to adjourn. Upon a motion by Shane Homan and a second by Bentley Nolan the agency voted unanimously to adjourn.

Reed Hillen, Chair



Debbie Brangenberg, Project Director



Tupelo Redevelopment Agency

Minutes

September 21, 2023

A meeting of the Tupelo Redevelopment Agency convened at 1:00 pm on September 21, 2023 in Conference Room B, Tupelo City Hall. Agency Members participating were Reed Hillen, Chair, Shane Homan, Vice Chair, Cheryl Rainey, and Brannon Kalhstorf. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, and TRA Project Director, Debbie Brangenberg, were present representing the City of Tupelo.

Finding that a quorum was present, the meeting was called to order by Agency Chair, Reed Hillen.

1. Review/Approve Minutes of August 9, 2023

Upon a motion by Cheryl Rainey and a second by Shane Homan the Minutes of July 25, 2023 unanimously approved.

Exhibit A

2. Review/Approve Invoice to Tupelo Water & Light in the amount of \$1,312.50 for 50% of cost of a new sewer tap for Lot 4-29.

After a brief discussion stating that this work had not been done and that the cost of \$1,312.50 would be the final cost. Upon a motion by Cheryl Rainey and a second by Brannon Kalhstorf that the amount of \$1,312.50 which is 50% of the cost of installing a sewer tap that Agency approved this expenditure pending completion of work. The balance of the cost will be the responsibility of the property owners.

Exhibit B

3. Review/Approve Invoice from Cook Coggin for Utility locations for Lot 4-19 in the amount of \$712.57.

Project Director, Debbie Brangenberg explained to the Agency that after work that was done to repair a fiber connection from Phase II to Phase IV was done there was a need to relocate the utilities and lot pins for 4-19.

Upon a motion by Brannon Kalhstorf and a second by Cheryl Rainey, the Agency members voted unanimously to approve payment of Cook Coggin Invoice #607414012 in the amount of \$712.57 for this location field work.

Exhibit C

4. Review/Approve amended Purchase Contract for Single Lots in Fairpark Phase IV

Stephen Reed reported that an update to the Option Purchase Contract for Single Lots sales needed to be updated to include language that would give the Tupelo Redevelopment Agency “first right of refusal” should constructions not commence in the agreed upon 12 months of the contract.

Upon a motion by Shane Homan and a second by Cheryl Rainey, the Agency voted unanimously to approve the new language in the Purchase Contract for properties in Fairpark Phase IV Residential.

Exhibit D

5. Review/Approve Purchase Contract for Lot 4-19, Phase IV Fairpark Residential from Randy and Jan Birchfield for \$25,000.

A Option/Purchase contract and \$300 earnest money was presented from Randy and Jan Burchfield of \$25,000 for Lot 4-19 Fairpark Phase IV Residential.

Upon a motion by Brannon Kalhstorf and a second by Shane Homan, the Agency voted unanimously to accept this Option/Purchase Contract contingent upon the Burchfield’s executing a new agreement with the update language approved in the previous vote Exhibit D.

Exhibit E

6. Review/Approve Purchase Contract for Lot 4-31 Horizons Construction, LLC.

After a brief discussion the following motions were made.

6a. Upon a motion by Shane Homan and a second by Brannon Kalhstorf the Agency voted unanimously to accept one contract from Horizons Construction, LLC for Lot 4-31 under the new contract terms.

6b. Upon a motion by Shane Homan and a second by Brannon Kalhstorf, the Agency voted unanimously to request and enter into a new contract with Wesley Webb for Lot 4-33 under the new terms of the agreement and that options on 4-34 and 4-35 needed to be updated.

7. Approval for 3 temporary Security Lights on Monoghan St on Lot 4-9 in the amount of \$53.00/month.

Project Director, Debbie Brangenberg explained to the Agency that at the time that Monoghan Street was extended and Fairpark Towers constructed street lighting in the block between Grandstand Place and Clark Blvd. was not installed due to unknown development prospects in the future. Debbie stated that with more residential traffic and additional business in the area there was a need for additional security lighting for

that block. It was determined that temporary security light could be placed on 3 existing temporary poles for a cost of \$53.00 per month per pole.

Upon a motion by Brannon Kalhstorf and a second by Cheryl Rainey, the Agency voted unanimously to approve this expenditure.

8. Review/Approve/Consider Option Agreement from Century Commercial Real Estate for new development on a portion of Lot 4-9 Phase IIC

After a brief discussion, the Agency, while excited and interested in new development and investment in the area, they would like to have further discussion with the Century Commercial Real Estate Group on their vision and plans. A meeting will be set up for further discussion.

Exhibit F

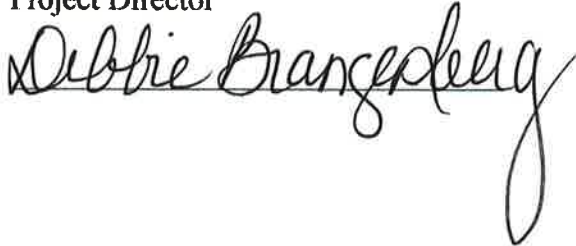
Being no further business, the Agency members voted unanimously to adjourn.

Respectfully submitted by Debbie Brangenberg, Project Director, Tupelo Redevelopment Agency.

Reed Hillen, Chair
Tupelo Redevelopment Agency



Debbie Brangenberg
Project Director



invoice

SPORTSMAN LAWN & LANDSCAPE

"For the neatest yard around, call us"

P.O. Box 2127
TUPELO, MS 38803-2127

(662) 844-6539

Invoice # 227830925

ACCOUNT NO. 2278	DATE 09/25/23
TOTAL AMOUNT DUE \$ 300.00	

Date Due: 10/10/23

Debbie Brangenberg
71 East Troy Street
Tupelo, MS 38804

Services Rendered At: FAIRPARK RESIDENTIAL DISTRICT - EXTRA
71 East Troy Street
Tupelo MS 38804

AMOUNT ENCLOSED \$ Service Charge

5.00% /month. Minimum charge: \$ 5.00
added to overdue accounts.

RETURN THIS PORTION WITH PAYMENT

REMIT TO: SPORTSMAN LAWN & LANDSCAPE

Page # 1

PREVIOUS BALANCE ►

0.00

DATE		DESCRIPTION	AMOUNT
09/08/23	1	BUSHHOGGING - PER REQUEST	300.00
		Current	
		Over 30	
		Over 60	
		Over 90	
			TOTAL AMOUNT DUE
			\$ 300.00

MESSAGES / COMMENTS

**SEPTEMBER IS ALMOST GONE AND WITH IT COMES FALL!
THAT MEANS LEAF SEASON, FOR US! CALL US FOR ANY LEAF
REMOVAL NEEDS. WE HOPE YOU HAVE A GREAT MONTH!!**

Thank You

invoice

SPORTSMAN LAWN & LANDSCAPE

"For the neatest yard around, call us"

P.O. Box 2127
TUPELO, MS 38803-2127

(662) 844-6539

Debbie Brangenberg
71 East Troy Street
Tupelo, MS 38804

Invoice # 104731106

ACCOUNT NO. 1047	DATE 10/25/23
TOTAL AMOUNT DUE	
\$ 4,400.00	

Due Upon Receipt

AMOUNT ENCLOSED \$ _____ Service Charge

5.00% /month. Minimum charge: \$ 5.00
added to overdue accounts.

RETURN THIS PORTION WITH PAYMENT

Page # 1

REMIT TO: SPORTSMAN LAWN & LANDSCAPE

PREVIOUS BALANCE ► **4,510.00**

DATE	DESCRIPTION	AMOUNT
10/26/23	M,W,E,B,WC - GROWING SEASON	0.00
11/03/23	CREDIT ON ACCOUNT..AK	110.00
11/02/23	W,E,B,WC - GROWING SEASON	0.00

Current	Over 30 2,310.00	Over 60 2,090.00	Over 90	TOTAL AMOUNT DUE \$ 4,400.00
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MESSAGES / COMMENTS

Prompt payment appreciated Payment due upon invoice receipt
Accounts not paid by the 14th the month of November or charged \$5.00 or
5% whichever is greater.

Thank You

EXHIBIT A

Tupelo Redevelopment Agency

Minutes

August 9, 2023

A meeting of the Tupelo Redevelopment Agency convened at 2:00 am on August 9, 2023 in Conference Room B, Tupelo City Hall. Agency Members participating were Shane Homan, Vice Chair, Bentley Nolan and Cheryl Rainey. Ben Logan, City Attorney and Stephen Reed, Assistant City Attorney, COO, Don Lewis, Johnny Timmons, Tupelo Water and Light, and TRA Project Director, Debbie Brangenberg, were present representing the City of Tupelo. Finding that a quorum was present, the meeting was called to order by Agency member Shane Homan.

1. Review/Approve Minutes of July 25, 2023

Upon a motion by Bentley Nolan and a second by Cheryl Rainer the Minutes of July 25,2023 unanimously approved.

Exhibit A

2. Review/Approve Invoice to Scott Davis Trust Account in the amount of \$726.00

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, the agency members voted unanimously to approve the addition \$726.00 for closing costs on Lot 4-19 re-purchase.

Exhibit B

3. Review/Approve Purchase Contract for Lot 4-31, Phase IV Fairpark Residential from William Rice \$25,000 plus/minus closing costs as contemplated in the agreement.

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, agency members voted unanimously to approve the re-purchase of Lot 4-31 from William Rice per the conditions of the contract to re-purchase at the original sale price of \$25,000 +/- closing costs.

Exhibit C

4. Review/Approve Purchase Contract for Lots 4-2,4-3,4-4,4-7, and 4-9 Phase IV, Fairpark Residential from Fairpark Investment Group, LLC in the amount of \$25,000 per lot plus/minus closing costs as contemplated in the agreements.

After a brief discussion, upon a motion by Bentley Nolan and a second by Cheryl Rainey, the Agency members voted unanimously to buy back Lots 4-2,4-3, 4-4, 4-7 and 4-9 Phase IV Fairpark Residential from Fairpark Investment Group in the amount of \$25,000 per lot plus/minus closing costs as contemplated in the purchase agreements.

The motion was amended to approve a 6-month option for Lots 4-7 and 4-9 with the agreement that upon completion of construction on one of the 4 lots retained the option could be executed for 1 additional lot. Upon a motion by Bentley Nolan and a second by Cheryl Rainey, the Agency voted unanimously on the amendment.

Exhibit D

6. In the matter of Sewer Tap for Lot 4-29.

As development continues in Phase IV, it was determined that there was a conflict with a sewer tap that served Lot 4-29 owned by Kim and Ray Reed with the adjacent lot 4-30. After several meetings it was agreed that TRA would pay 50% of the cost for a new sewer tap but it would be up to the property owners, contractor and sub-contractor to cover the additional cost for a new sewer tap to serve the Reed's. All easements would have to be coordinated and agreed upon between the owner of Lot 4-30 and the Reed's.

Upon a motion by Cheryl Rainey and a second by Shane Homan, the Agency voted unanimously to pay \$1,312.50 of the cost to remedy.

7. Review/Approve Invoice #104730801 Sportsman Lawn and Landscape for Phase IV Fairpark Maintenance in the amount of \$2,200.

Upon a motion by Cheryl Rainey and a second by Bentley Nolan, the Agency voted unanimously to pay Invoice #104730801 to Sportsman Lawn and Landscape in the amount of \$2,200.

Exhibit F

Being no further business, the Agency members voted unanimously to adjourn.

Respectfully submitted by Debbie Brangenberg, Project Director, Tupelo Redevelopment Agency.

Shane Homan, Vice Chair
Tupelo Redevelopment Agency



Debbie Brangenberg
Project Director



TUPELO
TW&L
WATER & LIGHT

INVOICE

Post Office Box 588
 Tupelo, MS 38802-0588
 Phone 662-841-6460
 Fax 662-841-6401

INVOICE NO. 12226
 DATE September 6, 2023
 CUSTOMER ORDER NO.

TO Debbie Brangenburg
 Tupelo Redevelopment Agency
 Tupelo, MS

DESCRIPTION	DATE DUE
Pro-Rata Share of Sewer tap with street cut	Net 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	4" Sewer Tap w/Street Cut (Materials & Labor) 50%	\$ 862.50	\$ 862.50
1	Asphalt 50%	\$ 450.00	\$ 450.00
* If tax exempt, please provide state ID number or MPC number with payment.		SUBTOTAL	\$ 1,312.50
		SALES TAX	
		TOTAL	\$ 1,312.50

472-050002
 (474-363002)

Make all checks payable to Tupelo Water & Light Department
THANK YOU!

Exhibit C



Tupelo Redevelopment Agency
Debbie Brangenberg
P. O. Box 468
Tupelo, MS 38802

Invoice number 607414012
Date 09/19/2023

Project 6-07414-04D TRA MISC ENGR

Lot 18 & 19 Property Corners and Utilities

Description	Contract Amount	Current Billed
Lot 18 & 19	39,004.55	712.57
	Total	712.57

Invoice total 712.57

We Appreciate Your Business

PROPERTY OPTION AND SALE AGREEMENT

THIS AGREEMENT entered into this the _____ day of _____, 2023,
by and between the **TUPELO REDEVELOPMENT AGENCY**, the urban renewal agency of
the City of Tupelo, Mississippi, organized and existing under the laws of the State of
Mississippi (hereinafter referred to as "SELLER"), and _____,
(hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants
contained herein, do hereby contract and agree as follows:

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1.

OPTION, Upon Purchaser's payment and Seller's acceptance of a non-refundable
option/earnest fee in the amount of \$ _____, Purchaser agrees to purchase and Seller
agrees to sell Lot _____ of the Fairpark District, Phase IV residential
subdivision as depicted on the Plat for said subdivision on file in the office of the Chancery Clerk
of Lee County, Mississippi in Plat Cabinet C at Slide 145, subject to the terms and conditions
contained herein.

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Township 9 South, Range 6 East, City of Tupelo
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2.

PRICE. The purchase price of the property shall be Twenty-Five Thousand Dollars
(\$25,000.00) less \$ _____ of the option/earnest money paid, and shall be due and payable from
Purchaser at the closing of the lot.

3.

TITLE. Seller will provide Purchaser with a title certificate for each lot from an attorney
of Seller's choice, free and clear of all liens and encumbrances. If said title certificate, survey or
environmental study of the subject real property reflects defects, encumbrances or other matters
which affect the marketability of the real property described herein, then Seller may, at its option,

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either: (a) Return all sums paid by Purchaser and declare this Agreement void, or (b) Seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such defect to cure same. If the title cannot be cured within said thirty (30) day period, then this Agreement shall terminate and Seller shall return any earnest money to Purchaser. The Seller shall furnish a good and sufficient Warranty Deed at time of closing conveying title to the subject property to the Purchaser herein. Notwithstanding the above, this conveyance is and shall be subject to the following:

(a) Subject to applicable Declaration of Covenants, Conditions and Restrictions to the ~~above-described~~ real property filed for record in the Office of the Chancery Clerk of Lee County, Mississippi.

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(b) Easements, restrictive covenants and other matters as shown on the plat of Fairpark District Phase Four - Cabinet C- Slide 145, as same are recorded in the records of maps and plats on file in the office of the Chancery Clerk of Lee County, Mississippi.

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(c) Reservation by the Grantor of a perpetual easement of ingress and egress for pedestrian and vehicular traffic and shared parking over the driving lanes, parking areas and walkways of the parking lots developed or to be developed by Grantee. The easements reserved hereby shall run with the land.

4.

INSPECTION. Prior to closing, Purchaser shall have the right to go upon the property for the purpose of making engineering studies, surveys, topographical surveys, determination of water, street and sewer layouts, test boring, and sub-surface inspections. Purchaser will, at his expense, repair any damage caused by its activities on the Property.

5.

2

POSSESSION. Possession of the subject property shall be delivered to Purchaser at time of closing unless mutually agreed otherwise.

6.

CLOSING. The closing (the "Closing") of the transaction(s) contemplated in Paragraph 2 above shall be ~~No more than sixty (60) days from the effective date of this Agreement.~~ Seller has advised Purchaser that the subject lot can be conveyed by Seller pursuant to the terms and conditions set forth herein, and said lot is suitable in Seller's opinion for Purchaser to immediately commence construction thereon.

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7.

CLOSING COSTS. Seller shall be responsible for the expense of preparation of the warranty deed and certificate of title. ~~Purchaser shall be responsible for all other closing costs.~~ It is further agreed and understood that each party hereto shall be responsible for their respective attorney's fees ~~and other costs incurred in connection with the closing.~~

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8.

TAXES. Taxes for any current year of closing, if any, shall be pro-rated.

9.

REAL ESTATE COMMISSION. Seller and Purchaser each represent to the other that ~~neither is represented by a real-estate broker, and that no real estate commissions are due in~~ connection with the sale of the subject lot or parcel.

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10.

ADDITIONAL CONDITIONS: REIMBURSEMENT INCENTIVES.

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Seller will provide an incentive rebate on each lot based on the difference of cost at \$8 per square foot in a building floor plan of 3125 square feet down to a minimum of 1800 square

feet. (E.g. final cost of lot 3125 sq. ft. or greater - \$25,000; final cost of lot 1800 sq. ft. - \$14,400; final cost of lot 2500 sq. ft. - \$20,000.) Square footage will be based on the heated/cooled portion of the structure as confirmed by the building permit filed by the developer. The purchaser is eligible to apply for the rebate upon design approval, issuance of building permit and verification of square footage by a constructed foundation. The developer will provide a copy of the approved permit with approved square footage to TRA to apply for the rebate.

11.

ADDITIONAL CONDITIONS: DESIGN REVIEW.

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All houses built are subject to design approval of each house constructed by the Design Review Committee of Tupelo Redevelopment Agency and the development and building codes of the City of Tupelo, Mississippi.

12.

ADDITIONAL CONDITIONS: SELLER'S OPTION TO REPURCHASE

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Construction shall begin on the subject lot within one year from the date of the execution of a Warranty Deed. Should construction fail to commence within this time period, Tupelo Redevelopment Agency shall have the option for a period of twelve (12) months thereafter, to repurchase the subject real property from Purchaser, its successors and/or assigns, at the original purchase price less any incentives previously paid to Purchaser

13.

ADDITIONAL CONDITIONS: SELLER'S FIRST RIGHT OF REFUSAL

In the event Purchaser elects to sell or otherwise dispose of said property within twelve (12) months from the date of closing, Purchaser shall, before completing such sale or other disposition, provide a written notice (the "Right of First Refusal Notice") of such sale to

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Seller, Seller shall have fourteen (14) days from receipt of written notice to purchase the property at the original purchase price. If Seller elects not to purchase the property, it will cause a written notice of its refusal to be recorded in the land records of Lee County,

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Mississippi within the fourteen (14) day period, Seller's Right of First Refusal shall terminate upon Purchaser's commencement of construction or twelve (12) months from the date of closing, whichever occurs first. Termination of Seller's Right of First Refusal shall have no effect upon Seller's Right to Repurchase as contained in paragraph 12 above.

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ACCEPTANCE. Excluding those **ADDITIONAL CONDITIONS** above, it is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement.

SIGNATURE PAGE FOLLOWS

EXECUTED IN DUPLICATE ORIGINALS, on this the _____ day of _____, 2021.

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TUPELO REDEVELOPMENT AGENCY

Reed Hillen, Chairman

PURCHASER

PROPERTY OPTION AND SALE AGREEMENT

THIS AGREEMENT entered into this the 26 day of September, 2023, by and between the **TUPELO REDEVELOPMENT AGENCY**, the urban renewal agency of the City of Tupelo, Mississippi, organized and existing under the laws of the State of Mississippi (hereinafter referred to as "SELLER"), and Thomas R. + Lisa J. Burchfield, (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

1.

OPTION. Upon Purchaser's payment and Seller's acceptance of a non-refundable option/earnest fee in the amount of \$ 300.⁰⁰/, Purchaser agrees to purchase and Seller agrees to sell Lot 4-19 of the Fairpark District, Phase IV residential subdivision as depicted on the Plat for said subdivision on file in the office of the Chancery Clerk of Lee County, Mississippi in Plat Cabinet C at Slide 145, subject to the terms and conditions contained herein.

2.

PRICE. The purchase price of the property shall be Twenty-Five Thousand Dollars (\$25,000.00) less \$ 300.⁰⁰/ of the option/earnest money paid, and shall be due and payable from Purchaser at the closing of the lot.

3.

TITLE. Seller will provide Purchaser with a title certificate for each lot from an attorney of Seller's choice, free and clear of all liens and encumbrances. If said title certificate, survey or environmental study of the subject real property reflects defects, encumbrances or other matters which affect the marketability of the real property described herein, then Seller may, at its option,

either: (a) Return all sums paid by Purchaser and declare this Agreement void, or (b) Seller shall have thirty (30) days from date of receipt of written notice from Purchaser of such defect to cure same. If the title cannot be cured within said thirty (30) day period, then this Agreement shall terminate and Seller shall return any earnest money to Purchaser. The Seller shall furnish a good and sufficient Warranty Deed at time of closing conveying title to the subject property to the Purchaser herein. Notwithstanding the above, this conveyance is and shall be subject to the following:

(a) Subject to applicable Declaration of Covenants, Conditions and Restrictions to the above-described real property filed for record in the Office of the Chancery Clerk of Lee County, Mississippi.

(b) Easements, restrictive covenants and other matters as shown on the plat of Fairpark District Phase Four - Cabinet C- Slide 145, as same are recorded in the records of maps and plats on file in the office of the Chancery Clerk of Lee County, Mississippi.

(c) Reservation by the Grantor of a perpetual easement of ingress and egress for pedestrian and vehicular traffic and shared parking over the driving lanes, parking areas and walkways of the parking lots developed or to be developed by Grantee. The easements reserved hereby shall run with the land.

4.

INSPECTION. Prior to closing, Purchaser shall have the right to go upon the property for the purpose of making engineering studies, surveys, topographical surveys, determination of water, street and sewer layouts, test boring, and sub-surface inspections. Purchaser will, at his expense, repair any damage caused by its activities on the Property.

5.

2

POSSESSION. Possession of the subject property shall be delivered to Purchaser at time of closing unless mutually agreed otherwise.

6.

CLOSING. The closing (the "Closing") of the transaction(s) contemplated in Paragraph 2 above shall be No more than sixty (60) days from the effective date of this Agreement. Seller has advised Purchaser that the subject lot can be conveyed by Seller pursuant to the terms and conditions set forth herein, and said lot is suitable in Seller's opinion for Purchaser to immediately commence construction thereon.

7.

CLOSING COSTS. Seller shall be responsible for the expense of preparation of the warranty deed and certificate of title. Purchaser shall be responsible for all other closing costs. It is further agreed and understood that each party hereto shall be responsible for their respective attorney's fees and other costs incurred in connection with the closing.

8.

TAXES. Taxes for any current year of closing, if any, shall be pro-rated.

9.

REAL ESTATE COMMISSION. Seller and Purchaser each represent to the other that neither is represented by a real-estate broker, and that no real estate commissions are due in connection with the sale of the subject lot or parcel.

10.

ADDITIONAL CONDITIONS: REIMBURSEMENT INCENTIVES.

Seller will provide an incentive rebate on each lot based on the difference of cost at \$8 per square foot in a building floor plan of 3125 square feet down to a minimum of 1800 square

feet. (E.g. final cost of lot 3125 sq. ft. or greater - \$25,000; final cost of lot 1800 sq. ft. - \$14,400; final cost of lot 2500 sq. ft. - \$20,000.) Square footage will be based on the heated/cooled portion of the structure as confirmed by the building permit filed by the developer. The purchaser is eligible to apply for the rebate upon design approval, issuance of building permit and verification of square footage by a constructed foundation. The developer will provide a copy of the approved permit with approved square footage to TRA to apply for the rebate.

11.

ADDITIONAL CONDITIONS: DESIGN REVIEW.

All houses built are subject to design approval of each house constructed by the Design Review Committee of Tupelo Redevelopment Agency and the development and building codes of the City of Tupelo, Mississippi.

12.

ADDITIONAL CONDITIONS: SELLER'S OPTION TO REPURCHASE

Construction shall begin on the subject lot within one year from the date of the execution of a Warranty Deed. Should construction fail to commence within this time period, Tupelo Redevelopment Agency shall have the option for a period of twelve (12) months thereafter, to repurchase the subject real property from Purchaser, its successors and/or assigns, at the original purchase price less any incentives previously paid to Purchaser

13.

ADDITIONAL CONDITIONS: SELLER'S FIRST RIGHT OF REFUSAL

In the event Purchaser elects to sell or otherwise dispose of said property within twelve (12) months from the date of closing, Purchaser shall, before completing such sale or other disposition, provide a written notice (the "Right of First Refusal Notice") of such sale to

Seller. Seller shall have fourteen (14) days from receipt of written notice to purchase the property at the original purchase price. If Seller elects not to purchase the property, it will cause a written notice of its refusal to be recorded in the land records of Lee County, Mississippi within the fourteen (14) day period. Seller's Right of First Refusal shall terminate upon Purchaser's commencement of construction or twelve (12) months from the date of closing, whichever occurs first. Termination of Seller's Right of First Refusal shall have no effect upon Seller's Right to Repurchase as contained in paragraph 12 above.

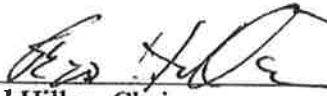
14.

ACCEPTANCE. Excluding those ADDITIONAL CONDITIONS above, it is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this contract, which alone fully and completely expresses their agreement.

SIGNATURE PAGE FOLLOWS

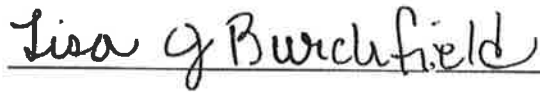
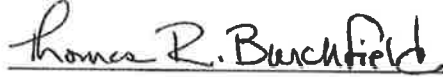
EXECUTED IN DUPLICATE ORIGINALS, on this the _____ day of _____, 2023.

TUPELO REDEVELOPMENT AGENCY



Reed Hillen, Chairman

PURCHASER



THOMAS R. OR JANELLE BURCHFIELD
EMP-BANCORPSOUTH
1243 WINWOOD COVE PH. 680-8074
TUPELO, MS 38901-6472

05-98

4169

05-127/842
684

August 28, 2023
Date

Pay to the Order of Tupelo Redevelopment Agency \$ 300⁰⁰/₁₀₀
Three hundred & 00/100 Dollars



Right Where You Are
INFOLINE 1-800-797-7711

For Fairpark lot 4-19 Earnest deposit #

Thomas R Burchfield

⑆084201278⑆ 52630142⑆

4169

Member FDIC



September 19, 2023

To: Tupelo Redevelopment Agency

RE: Purchase Option on Fairpark Lot

Century Commercial Real Estate would like to pursue a 2-year purchase option on behalf of Maloney Development Properties on Fairpark lot parcel number 089Q-32-008-00. This would allow Maloney Development Properties to further their development and investment in the Fairpark District. This lot located behind our Fairpark 1 building and beside our Fairpark 3 building make it the ideal location for an additional development. The proposed building, "Fairpark 4" would be approximately \$10/sqft of the building footprint with commercial/retail space on the bottom floor and residential space on the upper floors. We appreciate the Agency's consideration on this matter.

Sincerely,

Alli Maloney,
Realtor ©
Century Commercial Real Estate Services
205 East Troy Street, Suite 301
Tupelo, MS 38804-1366
(662) 523-3667
amaloney@centurycg.com

TUPELO REDEVELOPMENT AGENCY

AGENDA ITEM

EXHIBIT B

SPORTSMAN LAWN & LANDSCAPE

For The Neatest Yard Around

322 North Eason Blvd.

P.O. Box 2127

Tupelo, MS 38803-2127

(662) 844-6539

PROPOSAL

Number 9120

Page No. 1 Of 1 Pages

PROPOSAL SUBMITTED TO Fairpark Residential District	PHONE 662-231-2496	DATE 02/22/2024
STREET 71 East Troy Street	JOB NAME Landscape Maintenance	
CITY, STATE AND ZIP CODE Tupelo, MS 38804	JOB LOCATION 71 East Troy Street	

We hereby submit specifications and estimates for:

Annual maintenance of turfgrass area. This agreement includes the following items:

1. Mowing on a weekly basis during the growing season
 - a. Weedeating as needed during each mowing
 - b. Edging all concrete with a steel blade stick edger.
 - c. Blowing all driveways, walks, etc. off during each mowing
 - d. Pickup any litter, etc. during each mowing.
2. Blowing all driveways, walks, etc. during the non-growing season on a bi-weekly basis.
3. Weed control in all in gutter as needed (Chemical and Manual removal).
4. Keeping gutter drains free of debris on an as needed basis.
5. Keeping downed limbs picked up and removed on an as needed basis.
6. Pinestraw mulch Fairpark Plaza twice a year.
7. Weed control in landscape beds at Fairpark Plaza.

Any service performed outside of this agreement will be billed in addition to the service amount.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for sum of:
Thirty thousand dollars and no/100's Dollars (\$30,000.00)

Payment to be made as follows:

Equal monthly installments of Two thousand five hundred dollars and no/100's (\$2,500.00)

Payment due upon receipt of invoice. Installments prorated with early start.

Agreement Starts: March 1, 2024

Agreements Ends: February 28, 2025

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. 30-Day written notice required for cancellation.

Authorized
Signature:

Josh Logan

Note: This proposal may be withdrawn
By us if not accepted within 60 days

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature:

T. G. Logan
Beit Kelly Chairman

Date of Acceptance: _____

Signature: _____



po box 2883
tupelo, ms 38803
tlcoffice662@gmail.com
662.842.8740

February 20, 2024

Debbie Brangenberg
Project Director
Tupelo Redevelopment Agency
City of Tupelo

FAIRPARK RESIDENTIAL MAINTENANCE:

12 Month Quote

- Finish mowing all areas in green.
- Edge Sidewalks, curbs, trees where applicable and around utility boxes on vacant lot.
- Spray weeds in gutter and remove when dead
- Blow sidewalks after edging and mowing but not into the street or gutter.
- After a heavy rain or storm check for downed limbs and gutter drains to make sure they are clean of debris.
- Monitor street trees and vegetation in small park for dead plants or trees. Notify owner.
- Full maintenance of Fairpark Plaza to include flower beds:
 - mulching/pine straw
 - weeding/weed control
 - monitoring if plant materials need to be replaced

Complete contract \$ 3,850.00 per month for 12 months

Satisfaction Guarantee: Our commitment to your satisfaction is guaranteed. Should either party fail to fulfill the terms or become dissatisfied with the terms of this agreement, this agreement may be terminated at any time by giving a thirty-day written notice of termination.

Client

Amelia Collins Foote

date

02.20.2024

date

ESTIMATE

We have Landscape Industry Certified Professionals on Staff!
The International distinction "Landscape Industry Certified" is
awarded by the National Association of Landscape Professionals and

