

PREPARED BY AND RETURN TO:

Mitchell, McNutt & Sams, P.A.  
Attention: R. Brannon Kahlstorf  
MS Bar #101894  
105 South Front Street  
Tupelo, MS 38804  
(662) 842-3871

**INDEXING INSTRUCTIONS:** Part of Lots 3 and 4 in Block 15 in the Triplett and Allen-West Company Addition to the City of Tupelo, Lee County, Mississippi

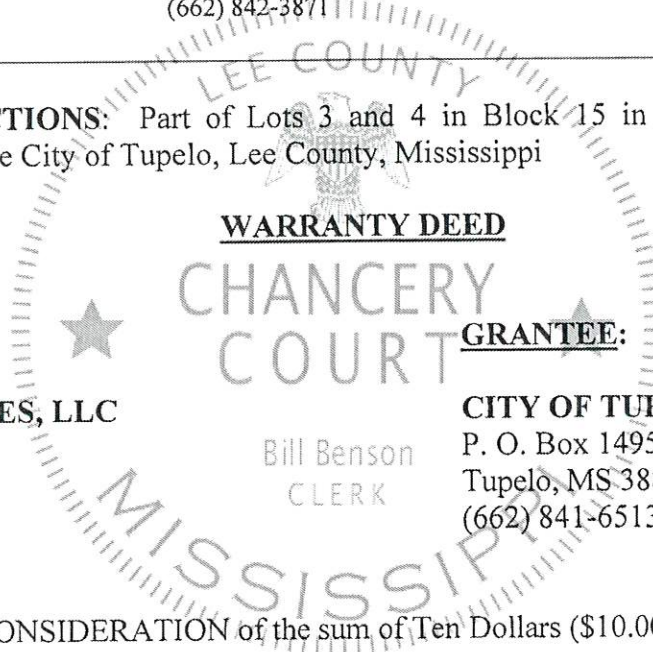
**WARRANTY DEED**

**GRANTOR:**

**CLEGG ENTERPRISES, LLC**  
2448 Wendover Drive  
Belden, MS 38826  
(662) 213-3539

**GRANTEE:**

**CITY OF TUPELO, MISSISSIPPI**  
P. O. Box 1495  
Tupelo, MS 38802-1495  
(662) 841-6513



Bill Benson  
CLERK

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **CLEGG ENTERPRISES, LLC, a Mississippi limited liability company**, "Grantor", does by these presents, grant, bargain, sell, convey and warrant specially unto the **CITY OF TUPELO, MISSISSIPPI, a Mississippi municipal corporation organized and existing under the laws of the State of Mississippi**, "Grantee", the following described real property, lying and being in the City of Tupelo, Lee County, Mississippi, to-wit:

**Exhibit**

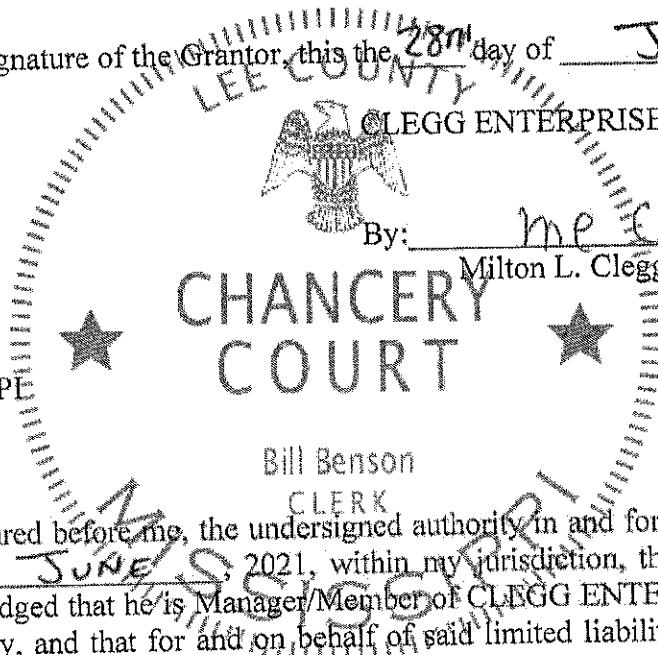
A

The East half of Ninety (90) feet on the East side of Lots 3 and 4 in Block 15 in the Triplett and Allen-West Company Addition to the City of Tupelo in the Northwest Quarter of Section 31, Township 9, Range 6 East, in the City of Tupelo, Lee County, Mississippi.

THIS CONVEYANCE AND WARRANTY IS SUBJECT TO THE FOLLOWING:

1. City of Tupelo and Lee County, Mississippi ad valorem taxes for the year 2021, which shall be prorated between the Grantor and the Grantee as of the date of this Warranty Deed.
2. All rights-of-way and easements for public streets and public utilities.
3. Mineral reservations and conveyances, if any, by prior owners.
4. The terms and conditions of the Development Code of the City of Tupelo, Mississippi.

WITNESS the signature of the Grantor this the 28<sup>th</sup> day of JUNE, 2021.



CLEGG ENTERPRISES, LLC

By: M. L. Clegg  
Milton L. Clegg, Manager/Member

STATE OF MISSISSIPPI

COUNTY OF LEE

Bill Benson  
CLERK

Personally appeared before me, the undersigned authority in and for said county and state, on this the 28<sup>th</sup> day of JUNE, 2021, within my jurisdiction, the within named MILTON L. CLEGG, who acknowledged that he is Manager/Member of CLEGG ENTERPRISES, LLC, a Mississippi limited liability company, and that for and on behalf of said limited liability company and as its act and deed, he signed, executed and delivered the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

R. Brannon Kahlstorf  
NOTARY PUBLIC

My Commission Expires:

8/23/2021  
(SEAL)



# CRYE-LEIKE<sup>®</sup>

REAL ESTATE SERVICES

COUNTER OFFER # 1

1 This is a Counter Offer from  Seller to Buyer OR  Buyer to Seller  
2 The undersigned agree to and accept the Purchase and Sale Agreement with an offer date of 06/02/2021 for the  
3 purchase of real property commonly known as:  
4 818-828 Blair St. Tupelo Ms 38801  
5 \_\_\_\_\_  
6 Address, City, State, Zip

7 With the following exceptions:  
8 The Seller has already given written notice to the tenants to move out, Seller has  
9 the proof he did so and they have received it. Buyer will be responsible for any  
10 further actions needed to remove tenants.

11 The Seller will not do a termite inspection, he feels he has no need to since the  
12 City  
13 Is going to tear down the structure.

14 The property is being sold as is we're is with no warranties and even in the offer  
15 the  
16 Buyer states that's how they are buying it. Therefore Seller does not agree to  
17 allow the Buyer do an inspection. Seller feels he has no need to allow Buyer to do  
18 so since the Buyers will be tearing down the structure. The Buyers were the ones  
19 that has inspected it before and is aware of condition. That is one of the reasons  
20 it's being sold and the Buyers are purchasing it.

21 See attached letter

22  
23 ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL ATTACHED PURCHASE AND SALE  
24 AGREEMENT ARE ACCEPTABLE TO THE UNDERSIGNED. ALL TERMS AND CONDITIONS PROPOSED  
25 IN PREVIOUS COUNTER OFFERS, IF ANY, ARE NOT INCLUDED IN THIS COUNTER OFFER UNLESS  
26 RESTATED HEREIN.

27 This Counter Offer form will not be a part of the Purchase and Sale Agreement and be binding until accepted and  
28 signed by all parties.

29 Until notice of acceptance is delivered the subject Property is still on the market for sale, and this offer may be revoked at  
30 any time with notice, and the Property may be sold to any other party.

31 **Time Limit of Offer:** This Offer may be withdrawn at any time before acceptance with notice. Offer terminates if not  
32 accepted by \_\_\_\_\_ o'clock  am/  pm, local time, on the \_\_\_\_\_ day of \_\_\_\_\_.

33 \_\_\_\_\_  
34 Seller/Buyer (Party making counter offer) DATE Seller/Buyer (Party making counter offer) DATE

35 The undersigned has received and  
36  ACCEPTED this offer  
37  REJECTED this offer  
38  COUNTERED this offer with Counter Offer # \_\_\_\_\_

39 \_\_\_\_\_ o'clock  am/  pm; this \_\_\_\_\_ day of \_\_\_\_\_.

40 \_\_\_\_\_  
41 \_\_\_\_\_  
42 Seller/Buyer (Responding Party) Seller/Buyer (Responding Party)

43 **Binding Agreement Date.** This instrument shall become a "Binding Agreement" on the date ("Binding Agreement Date")  
44 the last offeror, or licensee of offeror, receives notice of offeree's acceptance. Notice of acceptance of the final offer was  
45 received on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ by \_\_\_\_\_  
46 \_\_\_\_\_ time \_\_\_\_\_ name

49. If applicable, Contract is contingent upon Buyer being approved for a new loan sufficient to close, provided that Buyer makes timely application and good faith efforts to secure loan prior to Closing. Within five (5) business days after the Effective Date of the Contract, Buyer will make application in proper form for the loan(s), shall cooperate with parties to obtain approval(s), diligently and timely pursue the same in good faith, execute all documents and furnish all information and documents required, and make timely payment of any costs of obtaining such loan approval. Failure of the Buyer to make timely application for loan and exercise good faith efforts to facilitate its approval shall entitle the Seller at its option to (A) excuse the failure and proceed with the transaction on such terms as the parties may agree to in writing in the form of an amendment to the Contract; OR (B) declare the Contract void and refund to Buyer the earnest money deposit; OR (C) treat the failure as a Breach by Buyer under paragraph 10 hereof. Buyer may apply for a loan with different terms and conditions and also close the transaction with a different type of loan provided all other terms and conditions of this Agreement are fulfilled and Seller's costs are not increased.

59. **(B) No Waste.** This Contract is conditioned upon delivery of the Property and any and all improvements in their present condition, reasonable wear and tear excepted. Seller shall preserve the Property in its present general condition, normal wear and tear excepted, and shall not permit the Property to suffer waste avoidable by the reasonable exercise of due care. Any material change to the Property shall be disclosed in accordance with the Real Estate Brokers License Law of 1954, as amended, allowing for termination of the offer as prescribed by law (see Miss. Code Ann., Sec. 89-1-503).

64. **(C) Appraisal.**  **Applicable**  **Not Applicable (Check One):**  
 65. If applicable, Property must appraise at or above Purchase Price or Buyer shall not be obligated to complete the purchase of the Property and all Earnest Money shall be refunded to Buyer, except when Buyer has failed to secure a timely appraisal in good faith. Failure of Buyer to make good faith efforts to secure a timely appraisal shall constitute a Breach of this Contract.

68. **(D) Warranty And Inspections. (Select One):**  
 69.  **Sale Without Warranty; No Home Inspection.** Buyer has inspected the Property and finds same to be in satisfactory condition and DOES NOT wish to secure a home inspection. Buyer accepts the Property in its condition as of the Effective Date of this Contract, and acknowledges that neither Seller nor Listing Broker nor Selling Broker or salespersons associated with this transaction have made any warranty, express, implied, or otherwise, as to the Property, except such express warranties as the parties agree to in writing attached hereto, which shall survive Closing.

OS

74. OR  
 75.  **Inspections.** Contract is contingent upon satisfactory inspections to be conducted by Buyer, at Buyer's expense. Buyer shall have ten (10) business days from the Effective Date to conduct inspections using Mississippi licensed and bonded inspectors. Buyer's inspector(s) shall have the right to enter the Property at reasonable hours with twenty-four (24) hours prior notice. On designated inspection date(s), Seller shall provide unlimited access to the Property, and shall see that all utilities are on. Should Seller fail to have utilities on, Seller shall be responsible to Buyer for foreseeable loss or expense resulting from failed inspections. Within said ten (10) business day inspection period, Buyer, at Buyer's option, may (a) terminate this Contract and receive a refund of Buyer's earnest money; (b) waive this inspection contingency and proceed to Closing; or (c) submit a list of repairs to Seller accompanied by relevant portions of any inspection report(s) from a Mississippi licensed and bonded inspector. If Buyer timely submits a list of repairs accompanied by relevant portions of any inspection report(s) from a Mississippi licensed and bonded inspector, Buyer and Seller shall have 5 business days to negotiate and agree in writing how listed items shall be handled (to become an addendum to this Contract) or this Contract shall terminate and Buyer's earnest money shall be returned. Should Buyer proceed under option (c) above, the underlying Contract is in full force and effect for the number of business days set forth in L. 84. Seller's rejection of any repairs requested by Buyer does not terminate the Contract. Buyer and Seller shall have until the expiration of the time period in L. 84 to negotiate repairs; Buyer reserves the right to exercise options (a) or (b) above at any time prior to the end of the time period specified in L. 84.

MS

90. **(E) Final Walk-Through Inspection.** Irrespective of the election made above, Buyer(s) retain(s) the right to perform a final walk-through Inspection of the Property prior to Closing to verify the terms of the Contract have been fulfilled and to confirm that any Seller repairs or Seller's removal of personal property has not damaged the Property. Seller shall provide unlimited access to the Property, and shall see that all utilities are on for final walk-through and continuing through the time of Closing.

JS

94. **(F) Wood Destroying Insect Report; Release. (Check One):**  Buyer  Seller shall, at their expense, furnish within thirty (30) calendar days before Closing approved FHA/VA Wood Destroying Insect Report ("WDIR") from a licensed, bonded termite company indicating that Property shows no evidence of termite or other wood-destroying insect infestation. If infestation or damage is discovered, Seller shall amend the Property Condition Disclosure Statement as appropriate and, per 89-1-503 of the Mississippi Code of 1972, Buyer shall have three (3) calendar days after delivery in person or five (5) calendar days after delivery by deposit in the mail of any amendment to PCDS to terminate his or her offer by delivery of a written notice of termination to the transferor (seller) or the transferor's agent (listing broker or salesperson), and have their earnest money refunded. Irrespective of whether a WDIR is received or not, Buyer and Seller acknowledge that Listing and Selling Broker make no representations concerning wood-destroying insects or the condition of the Property, and any damage found, either before or after Closing or after termination of this Contract shall not be the responsibility of said Broker(s). **By signing this Contract, Buyer and Seller acknowledge receipt of this notice and agree to hold the brokerage and their agents harmless from all claims for damages arising out of or relating to wood destroying insects or the WDIR.**

MS



163. (D) **Lead-Based Paint Disclosure.** Every Buyer of any interest in residential property on which a residential dwelling was built  
164. prior to 1978 is notified that such subject property may present exposure to lead from lead-based paint that may place young children  
165. at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including  
166. learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a  
167. particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any  
168. information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any  
169. unknown lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to  
170. purchase.

171. (E) **Wire Fraud Warning; Release.** Buyers and Sellers of real property are targets in scams regarding electronic transfers of  
172. money (i.e., wire transfers, direct deposits, electronic checks, etc.). NEVER transfer funds associated with this transaction based  
173. upon electronic communications (such as email) that have not been verbally confirmed by you to be valid (from a person you know  
174. and trust) and accurate. Email scammers can disguise emails, text messages and social media messages to appear to be from your  
175. real estate agent, title companies, your bank or other parties. Do not trust any communication you receive concerning transfer of  
176. funds without taking steps to verify that these funds are, in fact, going to the proper recipient. Do not use telephone numbers or  
177. email addresses in electronic communications you receive; they may be fraudulent and part of a scam. VERIFY telephone numbers,  
178. contact people and wiring instructions BEFORE you respond. Fraudulent communications or acts should be reported immediately to  
179. the FBI and law enforcement authorities, and should be done so immediately if funds are lost. By signing this Contract, Buyer and  
180. Seller acknowledge receipt of this notice and agree to hold the brokerage and their agents harmless from all claims for  
181. damages arising out of or relating to inaccurate transfer instructions, fraudulent taking of such funds, and any and all other  
182. damages relating to conduct of third parties influencing or handling implementation of wire transfers.

183. (F) **Audio & Video; Photography.** Owners, Sellers, Invitees and Buyers of real property using audio and/or video surveillance or  
184. remote monitoring devices or devices capable of photography, videography or videotelephony are solely responsible for compliance  
185. with applicable state, local and federal laws concerning use of such devices including, but not limited to, cameras, phones, security  
186. systems, monitors or other devices capable of making or transmitting audio and/or video recordings and/or photographs. Audio or  
187. video recordings or photographs may be illegal under state, local and/or federal laws, depending on the circumstances. Sellers and  
188. Buyers are urged to consult legal counsel concerning applicable laws and take steps to protect against practices violative of rights of  
189. persons owning, inhabiting, utilizing, viewing or visiting the property. By signing this contract, Buyer and Seller acknowledge  
190. receipt of this notice and agree to hold the brokerages and their agents harmless from all claims (excepting only claims under  
191. the exclusive jurisdiction of the Mississippi Real Estate Commission under license law or claims under the National  
192. Association of REALTORS® Code of Ethics and Arbitration Manual) or damages arising out of use of video and audio  
193. surveillance systems or photography, videography or videotelephony.

194. **8. BROKERS AND SALESPERSONS.**

195. (A) The Brokers and Salespersons involved in the transaction associated with this Contract are as follows:

196. Selling Brokerage: <u>Tommy Morgan, Inc. Realtors</u>	Selling Agent: <u>Amanda Miller</u>
197. Selling Brokerage Address: <u>210 East Main St, Tupelo, MS 38804</u>	
198. Selling Broker License No.: _____	Selling Agent License No.: <u>S-44041</u>
199. Business Phone: <u>662-213-2764</u>	Business Phone: <u>6622132764</u>
200. Email: <u>amanda@trnhomes.com</u>	Facsimile: _____

201. Listing Brokerage: <u>Crye-Leike Realtors</u>	Listing Agent: <u>Shirley Curry</u>
202. Listing Brokerage Address: <u>2287 N. S. Highway 22, Tupelo, MS</u>	
203. Listing Broker License No.: <u>22873</u>	Listing Agent License No.: <u>22873</u>
204. Business Phone: _____	Business Phone: <u>662 638-7225</u>
205. Email: <u>shirley.curry@crye-leike.com</u>	Facsimile: _____

206. (B) **Agency Relationship. (Check One):**

- 207.  The Listing Firm, the Selling Firm, and their salespersons represent the Seller as their Client. The Buyer is the customer.
- 208.  The Listing Firm and its salespersons represent the Seller. The Selling Firm and its salespersons represent the Buyer(s).
- 209.  The Listing Firm and its salespersons represent both Seller and the Buyer as dual agents by mutual agreement and all parties have signed and understand the Dual Agency Confirmation form provided to them by the Listing Firm.
- 210.  The Selling Firm and its salespersons represent the Buyer. The Seller is not represented and is a customer.

211. (C) **Compensation.** The parties under this Contract or through any other negotiated agreement agree to pay as per listing agreement  
212. or prior offer of cooperation and compensation. If Broker collects this compensation or any part thereof through legal action, the  
213. defaulting party agrees to pay court costs, including reasonable attorney fees. Compensation due hereunder is deemed earned, due  
214. and payable upon presentation of a buyer ready, willing and able to purchase on terms acceptable to Seller, though Broker agrees to  
215. accept payment at Closing as an accommodation to the parties.  
216.



266. 12. EXPIRATION OF OFFER. This offer expires at 7 o'clock  AM  PM, Central Standard Time (CST) on 267. 05/26/2021 [date] if not accepted, countered or rejected by Seller by that time.

268. 13. ATTACHMENTS. (Check All That Apply):

- 269.  Dual Agency Confirmation
- 270.  Pre-Closing Repair/Improvement Addendum
- 271.  First Right of Refusal Addendum
- 272.  Pre-Closing Possession Addendum
- 273.  Post-Closing Possession Addendum
- Lead-Based Paint Disclosure
- Option Agreement
- Back-Up Agreement Contingency
- VA/FHA Disclosures (as required)
- Other \_\_\_\_\_

274. 14. HEADINGS; SINGULAR AND PLURAL SAME: Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this document. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neutral gender include the masculine gender and the feminine gender and vice versa.

278. 15. SIGNATURE BLOCKS.

279. Signed this the 25th day of May, 2021, at 8:00  a.m.  p.m., and a copy hereof received:

280. BUYER *Juan Salazar for City of Tupelo* BUYER *[Signature]*

281. Phone: 662-346-1745 Phone: \_\_\_\_\_

282. The foregoing offer is **accepted** this the 25th day of May, 2021, at \_\_\_\_\_  a.m.  p.m.,

283. and a copy hereof received:  
284. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

285. Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

286. The Seller has **countered** this offer subject to the terms of the attached Counter Offer No. 1 this the

287. day of \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m., and a copy hereof received:  
288. SELLER *[Signature]* SELLER \_\_\_\_\_

289. The Seller has received a copy of this offer and **rejected** same and make no counter offer this the \_\_\_\_\_ day of

290. \_\_\_\_\_, at \_\_\_\_\_  a.m.  p.m., and a copy of this rejection has been delivered  
291. to Buyer.

292. SELLER \_\_\_\_\_ SELLER \_\_\_\_\_

Prepared by  
& Return to: Scott Davis & Associates, P.A.  
MS Bar # 8448  
P. O. Box 469  
Tupelo, MS 38802  
(662) 840-1791

**WARRANTY DEED**

**Grantor**

The Cottages at the Birthplace, LLC



To

**Grantee**

City of Tupelo and the  
Elvis Presley  
Memorial Foundation

Address:

*1854 Legion Lake*

Telephone No:

*662 322-7765*

Address: *P.O. Box 1485*

*Tupelo, MS 38802*

Telephone No:

*(662) 840-2054*

**Indexing Instructions:**

NW1/4 Sec. 33, T9, R6E, Lee Co., MS

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The Cottages at the Birthplace, LLC, a Mississippi limited liability company, does hereby sell, convey, and warrant to the City of Tupelo and the Elvis Presley Memorial Foundation, the following described property:

See Exhibit "A"

Subject to any easements, restrictions, covenants and mineral reservations of record.

**Exhibit**

**B**

WITNESS MY SIGNATURE, this the 23 day of April, 2021.

The Cottages at the Birthplace, LLC

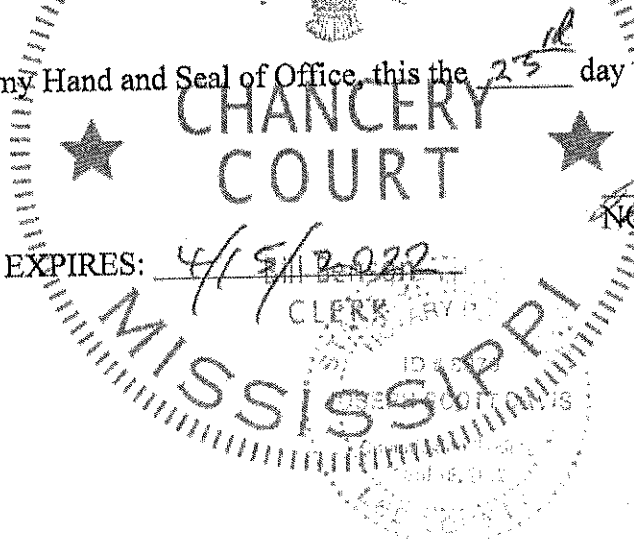
By: Annette Allhiser Reed  
Annette Allhiser Reed, Manager

STATE OF MISSISSIPPI  
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, Annette Allhiser Reed, Manager of The Cottages at the Birthplace, LLC, who acknowledged that as such Manager she signed and delivered the above and foregoing WARRANTY DEED on the day and year therein mentioned as the act and deed of said limited liability company after being authorized to do so by the operating agreement of The Cottages at the Birthplace, LLC.

Given under my Hand and Seal of Office, this the 23<sup>rd</sup> day of April, 2021.

MY COMMISSION EXPIRES: 4/5/2022



Jamie  
NOTARY PUBLIC



Exhibit A

Tract I:

Beginning at the intersection of the North line of the Tupelo and Fulton Public Road as it ran in 1919 with the East line of the East Tupelo- Saltillo Road and run thence North 140 yards; thence South 52 feet, more or less, to the Southwest corner of the tract of land conveyed by J.F. Merchant to Clyde Reese for a POINT OF BEGINNING; thence South 83 feet, more or less, to the North line of the lands conveyed by J.F. Merchant to R.B. and T.L. Seal as shown by deeds recorded in Deed Book 200, Page 473 and Book 222, Page 518; thence East 210 feet; thence North 73 feet, more or less, to the Southeast corner of the Reese Lot; thence West 210 feet, more or less, to the POINT OF BEGINNING. Situated in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi. This being the same property as deeded from Mrs. Erlene G. Lemons, et al to O.J. Gregory, et ux in that certain Quitclaim Deed in Book 910 at Page 813.

Tract II:

Commencing at the intersection of the Tupelo and Saltillo Road with the Tupelo and Fulton Pike or Concrete Road, and run North along East side of said Tupelo and Saltillo Road 220 feet for a POINT OF BEGINNING; thence run East 110 feet; thence North 40 feet; thence East 100 feet; thence North 25 feet, thence West 210 feet to the Eastern Boundary of said Tupelo and Saltillo Road; thence South along said road 65 feet to the POINT OF BEGINNING, said lot being in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi;

Bill Benson  
CLERK

ALSO:

Commencing at the intersection of the Tupelo and Saltillo Road with the Tupelo and Fulton Pike or Concrete Road and run North along said Tupelo and Saltillo Road 70 yards thence East 110 feet for a POINT OF BEGINNING; thence North 50 feet; thence East 100 feet; thence South 50 feet; thence West 100 feet to the POINT OF BEGINNING, being a lot 50 feet North and South and 100 feet East and West in the Southeast corner of the lot conveyed by W.B. Funderburk to J.F. Merchant as shown by Deed Book 143, Page 306 records of Lee County, Mississippi, all in the Northwest Quarter of Section 33, Township 9, Range 6, City of Tupelo, Lee County, Mississippi. This being the same property deeded from Mrs. Ada Jones, et al to O.J. Gregory, et ux in that certain Warranty Deed in Book 923 at Page 418.

REPAIRED BY: Ben M. Logan  
City Attorney  
P.O. Box 1485  
Tupelo, MS 38802

RETURN TO: Preparer

INDEXING INSTRUCTIONS: Northwest Quarter Section 33, Township 9, Range 6 East, Lee County, Mississippi

**DONATION WARRANTY DEED**

CHANCERY COURT

GRANTOR: Elvis Presley  
Memorial Foundation  
P.O. Box 1688  
Tupelo, MS 38802  
Telephone: (662) 841-1245

GRANTEE: City of Tupelo, Mississippi  
P.O. Box 1485  
Tupelo, MS 38802  
Telephone: (662) 841-6513

Bill Benson  
CLERK

For and in consideration of the mutual benefits accruing to both parties, including the making of certain improvements, for the placement and maintenance of utility lines, of the installation of sewer improvements and other mutual benefits accruing to both parties, the receipt and sufficiency of which is hereby acknowledged, **Elvis Presley Memorial Foundation**, ("Grantor"), does by these presents, donate, grant, bargain, donate, convey and warrant unto the **City of Tupelo, Mississippi**, ("Grantee"), the real property described as follows:

Tract I:

Beginning at the intersection of the North line of the Tupelo and Fulton Public Road as it ran in 1919 with the East line of the East Tupelo- Saltillo Road and run thence North 140 yards; thence South 52 feet, more or less, to the Southwest corner of the tract of land conveyed by J.F. Merchant to Clyde Reese for a POINT OF BEGINNING; thence South 83 feet, more or less, to the North line of the

lands conveyed by J.F. Merchant to R.B. and T.L. Seal as shown by deeds recorded in Deed Book 200, Page 473 and Book 222, Page 518; thence East 210 feet; thence North 73 feet, more or less, to the Southeast corner of the Reese Lot; thence West 210 feet, more or less, to the POINT OF BEGINNING. Situated in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi. This being the same property as deeded from Mrs. Erlene G. Lemons, et al to O.J. Gregory, et ux in that certain Quitclaim Deed in Book 910 at Page 813.

Tract II:

Commencing at the intersection of the Tupelo and Saltillo Road with the Tupelo and Fulton Pike or Concrete Road, and run North along East side of said Tupelo and Saltillo Road 220 feet for a POINT OF BEGINNING; thence run East 110 feet; thence North 40 feet; thence East 100 feet; thence North 25 feet, thence West 210 feet to the Eastern Boundary of said Tupelo and Saltillo Road; thence South along said road 65 feet to the POINT OF BEGINNING, said lot being in the Northwest Quarter of Section 33, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi;

ALSO:

Commencing at the intersection of the Tupelo and Saltillo Road with the Tupelo and Fulton Pike or Concrete Road and run North along said Tupelo and Saltillo Road 70 yards thence East 110 feet for a POINT OF BEGINNING; thence North 50 feet; thence East 100 feet; thence South 50 feet; thence West 100 feet to the POINT OF BEGINNING, being a lot 50 feet North and South and 100 feet East and West in the Southeast corner of the lot conveyed by W.B. Funderburk to J.F. Merchant as shown by Deed Book 143, Page 306 records of Lee County, Mississippi, all in the Northwest Quarter of Section 33, Township 9, Range 6, City of Tupelo, Lee County, Mississippi. This being the same property deeded from Mrs. Ada Jones, et al to O.J. Gregory, et ux in that certain Warranty Deed in Book 923 at Page 418.

Grantor fully understands that it has the right to receive just compensation for the real property herein described based on an appraisal of said property. Grantor hereby waives its right to just compensation and donates the real property herein described to the City of Tupelo, Mississippi.

Grantor reserves the right for use and enjoyment of the property so long as the property is used for purposes of The Elvis Presley Birthplace Museum and grounds.

WITNESS THE SIGNATURE of Grantor's duly authorized representative on this the 14<sup>th</sup> day of September, 2021.

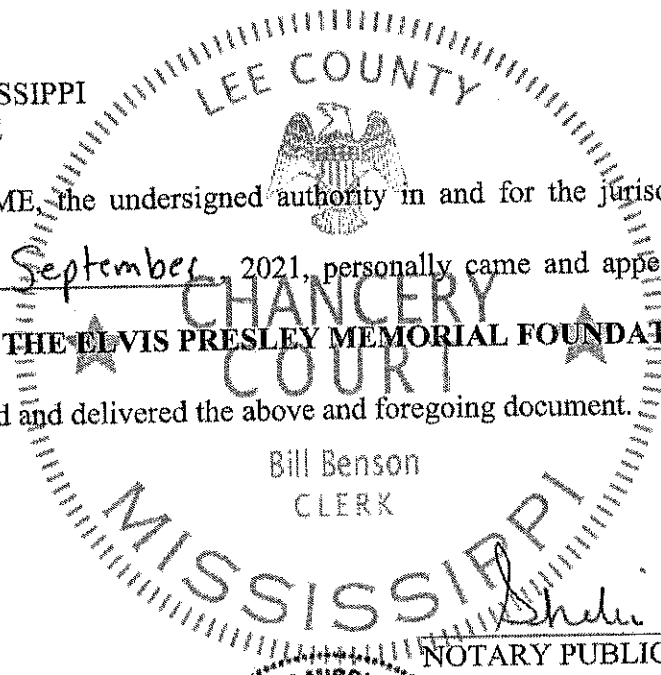
**ELVIS PRESLEY MEMORIAL FOUNDATION**

BY: [Signature]  
HENRY DODGE, PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF LEE

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, on the 16<sup>th</sup> day of September, 2021, personally came and appeared **HENRY DODGE, PRESIDENT OF THE ELVIS PRESLEY MEMORIAL FOUNDATION**, (Grantor), and that he signed, executed and delivered the above and foregoing document.

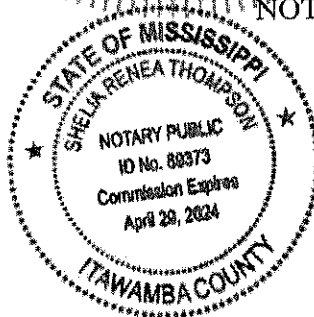
Bill Benson  
CLERK



[Signature]  
NOTARY PUBLIC

My Commission Expires:

April 29, 2024  
(SEAL)



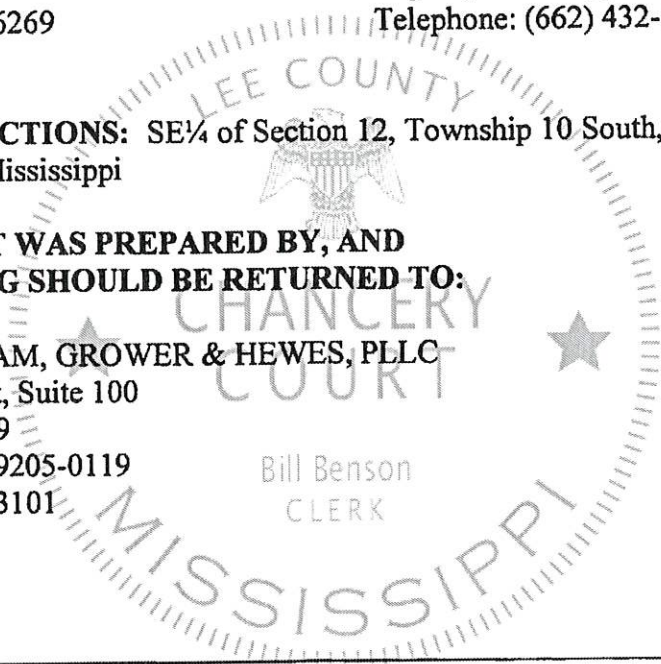
**GRANTOR: Timberlawn Apartments, Ltd.**  
12890 Hwy 15S Bypass  
Louisville, MS 39339  
Telephone: (662) 773-6269

**GRANTEE: City of Tupelo, Mississippi**  
71 East Troy Street  
Tupelo, Mississippi 38804  
Telephone: (662) 432-1839

**INDEXING INSTRUCTIONS:** SE¼ of Section 12, Township 10 South, Range 5 East, City of Tupelo, Lee County, Mississippi

**THIS INSTRUMENT WAS PREPARED BY, AND AFTER RECORDING SHOULD BE RETURNED TO:**

BRUNINI, GRANTHAM, GROWER & HEWES, PLLC  
190 East Capitol Street, Suite 100  
Post Office Drawer 119  
Jackson, Mississippi 39205-0119  
Telephone: (601) 948-3101  
Attn: Ken Harmon  
Bar #: 3091



Bill Benson  
CLERK

**QUITCLAIM DEED**

WHEREAS, by virtue of Warranty Deed recorded in Book 1039 at Page 609, dated September 29, 1979, Timberlawn Apartments, Ltd. (also known as Timberlawn Apartments, L.P.), a Mississippi limited partnership ("Owner") is the record owner of certain property known as Timberlawn Apartments, which includes approximately 4.6545 acres, as described therein (the "Deed Property"); and

WHEREAS, a portion of the Deed Property described in Exhibit "A" attached hereto (the "Right of Way Property") is located within the boundaries of Mitchell Road, a public road maintained by the City of Tupelo, along its south edge, and within the boundaries of South Green Street, a public road maintained by the City of Tupelo, along its southeast side, as said roads are

**Exhibit**  
C

currently laid out and in use. The City of Tupelo records indicate that the area which includes the Right of Way Property was annexed into the City of Tupelo in 1969, and Lee County Tax Parcel Map 101R reflects the rights-of-way of both South Green Street and Mitchell Road drawn at 50 feet, which would include the Right of Way Property; however, no documentation has been located evidencing a conveyance of the Right of Way Property to the City of Tupelo to extend the legal right of way for said roads to include said Right of Way Property; and

WHEREAS, Owner is willing to convey the Right of Way Property to the City of Tupelo, and the Mayor and City of Council of the City of Tupelo adopted a resolution for and on behalf of the City of Tupelo, Mississippi, at a meeting on March 1, 2022, agreeing to accept said conveyance of the Right of Way Property for the purpose of widening the legal right of way of Mitchell Road and South Green Street to include said Right of Way Property;

NOW THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the undersigned, TIMBERLAWN APARTMENTS, LTD., also known as TIMBERLAWN APARTMENTS, L.P., a Mississippi limited partnership ("Grantor"), does hereby grant, convey and quitclaim to the CITY OF TUPELO, MISSISSIPPI ("Grantee"), subject to the reservation hereinafter set forth, all of its right, title and interest in and to the Right of Way Property lying and being situated in the City of Tupelo, Lee County, State of Mississippi, more particularly described in Exhibit "A" attached hereto.

This deed is being delivered to the City of Tupelo, Mississippi, in furtherance of and for the widening of the legal right of way of Mitchell Road and South Green Street to include said Right of Way Property.

Grantor hereby reserves to itself, its successors, assigns, tenants, licensees, invitees and contractors, a nonexclusive perpetual easement running with the land for pedestrian and vehicular access, ingress and egress over, across and through the Right of Way Property, to the extent needed, if any, for access to Mitchell Road and South Green Street.

WITNESS THE SIGNATURE of the undersigned on the date contained in the acknowledgment below, to be effective as of the 10 day of March, 2022.

*[Signature appears on following page]*

Timberlawn Apartments, Ltd., also known as  
Timberlawn Apartments, L.P., a Mississippi limited  
partnership

By: Hughes Management, Inc., a Mississippi  
corporation, its General Partner

By: Christopher H. Hughes  
Christopher H. Hughes, its President

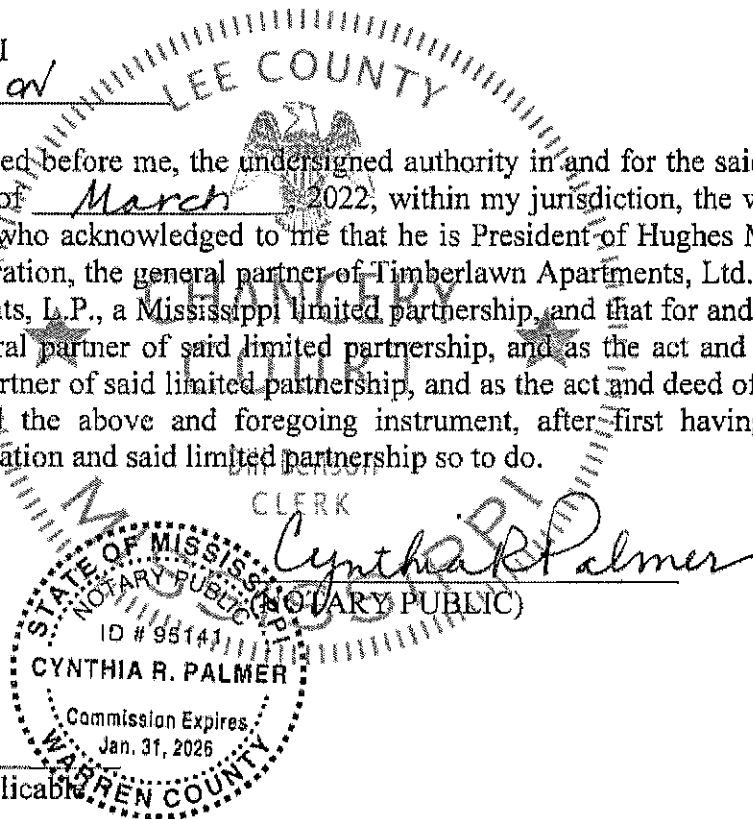
STATE OF MISSISSIPPI  
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10 day of March, 2022, within my jurisdiction, the within named Christopher H. Hughes, who acknowledged to me that he is President of Hughes Management, Inc., a Mississippi corporation, the general partner of Timberlawn Apartments, Ltd., also known as Timberlawn Apartments, L.P., a Mississippi limited partnership, and that for and on behalf of said corporation as general partner of said limited partnership, and as the act and deed of said corporation as general partner of said limited partnership, and as the act and deed of said limited partnership, he executed the above and foregoing instrument, after first having been duly authorized by said corporation and said limited partnership so to do.

My commission expires:

1-31-2026

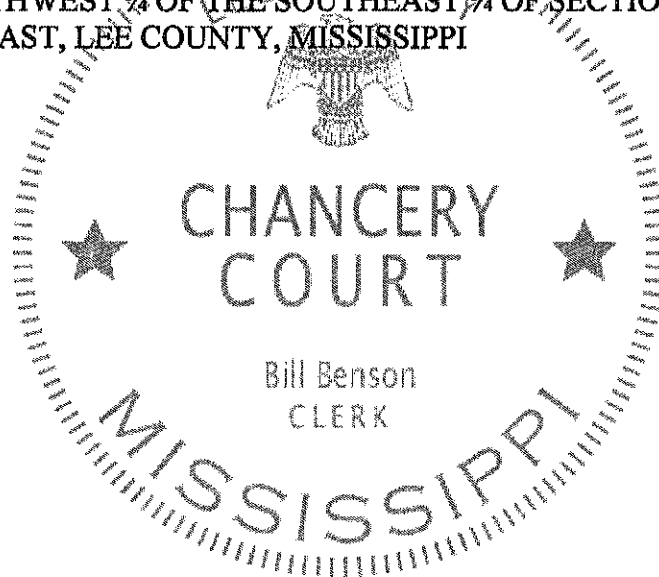
(Affix official seal, if applicable)



**EXHIBIT "A"**

**Right of Way Property**

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 5 EAST, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI; THENCE EAST 694.38 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL; THENCE NORTH 89 DEGREES 16 MINUTES 26 SECONDS EAST 124.87 FEET; THENCE NORTH 45 DEGREES 19 MINUTES EAST 505.86 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 20 SECONDS WEST 15.62 FEET TO AN IRON PIN FOUND; THENCE SOUTH 45 DEGREES 19 MINUTES WEST 501.62 FEET TO AN IRON PIN SET; THENCE NORTH 87 DEGREES 50 MINUTES 21 SECONDS WEST 127.81 FEET TO AN ANGLE IRON FOUND; THENCE SOUTH 25 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.19 ACRES, MORE OR LESS, AND BEING PART OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 5 EAST, LEE COUNTY, MISSISSIPPI





THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:  
Riley, Caldwell, Cork & Alvis, P.A.  
207 Court Street  
Tupelo, Mississippi 38804  
(662) 842-8945

**INDEXING INSTRUCTIONS:** Northwest Quarter of Section 31, Township 9,  
Range 6, in the City of Tupelo, Mississippi

WARRANTY DEED

RALPH W. POUND,  
A WIDOWER  
P. O. BOX 1531  
TUPELO, MS 38802  
PHONE: (662) 231-0811

TO

THE CITY OF TUPELO,  
MISSISSIPPI  
P. O. BOX 1485  
TUPELO, MS 38804  
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, RALPH W. POUND, A WIDOWER, do hereby sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, the following described real property, to-wit:

A lot 60 feet East and West and 100 feet North and South off of the East end of Lot Number One in Block 16 in the Town of Tupelo, Mississippi, according to the Triplett and Allen West Company survey, and also according to the Weatherford and Hildebrand survey, and more particularly described as commencing at the Northwest corner of said

**Exhibit**

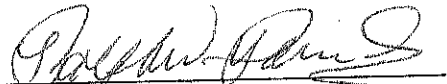
D

Lot Number One, Block 16, and run East with the North line thereof 130 feet for a beginning point, thence South 100 feet, thence East 60 feet, thence North 100 feet, thence West 60 feet, to the point of beginning, situated in the Northwest Quarter of Section 31, Township 9, Range 6, in the City of Tupelo, Mississippi, and all improvements on said lot.

Doris H. Pound died on or about the 9<sup>th</sup> day of January, 2012.

This property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE, this the 23<sup>rd</sup> day of June, 2022.

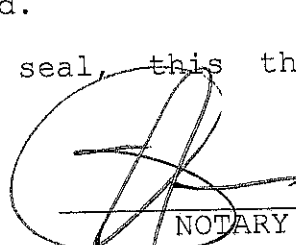
  
\_\_\_\_\_  
RALPH W. POUND,  
A WIDOWER

STATE OF MISSISSIPPI

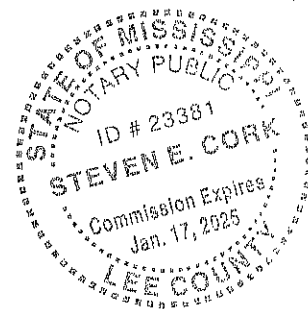
COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named RALPH W. POUND, A WIDOWER, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and seal, this the 23<sup>rd</sup> day of June, 2022.

  
\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



## CONTRACT OF PURCHASE

**AGREEMENT** entered into this the 25 day of May, 2022, by and between **RALPH W. POUNDS**, (hereinafter referred to as "Seller"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "Purchaser"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

The Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at 115 Lawndale Drive, Parcel No. 077R-36-127-00 (hereinafter "Lot 1") and 817 Blair Street, Parcel No. 089J-31-172-00 (hereinafter "Lot 2"). The real property is situated in the City of Tupelo, Lee County, Mississippi upon the terms set forth herein. The real property is more particularly described in **Exhibits "A" and "B"** attached.

1. **PRICE.** The purchase price of Lot 1 shall be Thirty Thousand Dollars (\$30,000) and the purchase price of Lot 2 shall be Thirty Thousand Dollars (\$30,000) both being due and payable at closing. (**See Exhibits "C" and "D" attached**)
2. **CLOSING.** Seller shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo, Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities, and any mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance, or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller agrees to pay such amount with the proceeds from the closing.
3. **CLOSING COSTS.** Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be prorated.
4. **PROPERTY CONDITION.** The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Seller have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. **CLOSING AND POSSESSION.** Seller and Purchaser shall work together to reasonably set a time for closing, to not exceed 60-days after the execution of this agreement.

6. COMMISSION. Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to sale(s) contemplated in the agreement.
7. GOVERNING LAW. This agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. VENUE. In the event that either party brings any action concerning the terms of this agreement, the jurisdiction for such action shall vest in the state courts of Mississippi having jurisdiction over the City of Tupelo, Lee County, Mississippi.
9. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
10. NOTICE. All notices concerning this Agreement shall be sent via United States Mail First Class, postage prepaid to the persons and addresses listed below.

**PURCHASER:**

City of Tupelo, Mississippi  
Attn: Ben Logan, City Attorney  
PO Box 1485  
Tupelo, MS 38802

**SELLER:**

Ralph W. Poundy  
PO Box 1531  
Tupelo, MS. 38802

11. AMENDMENT. Any amendments to this agreement shall be made in writing and signed by both the Buyer and Seller.
12. ENTIRE AGREEMENT. This writing contains the entire Agreement of the Parties signed in two (2) duplicate originals.

**IN WITNESS WHEREOF,** each of the Parties hereto have signed this Agreement on the date shown below with their respective signatures. This agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

*[signatures on next page]*

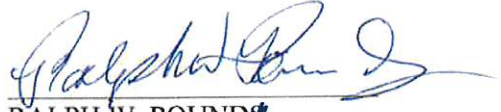
**PURCHASER**



TODD JORDAN, MAYOR  
CITY OF TUPELO, MISSISSIPPI  
PO BOX 1485  
TUPELO, MS 38802  
(662) 841-6513

5-25-22  
DATE

**SELLER**



RALPH W. POUND  
PO BOX 1531  
TUPELO, MS. 38802

5-25-22  
DATE

**ATTEST:**



KIM HANNA, CFO/CITY CLERK

5-25-2022  
DATE

**Lot 1** (115 Lawndale Drive, Parcel # 077R-36-127-00)

Lot No. 11 in Block 4 according to the Boggan Grove Subdivision, Plat of which is recorded in Deed Book 184, page 26 of the records of Lee OCunty, Mississippi, and is in the South One Half of Section 36, Township 9, Range 5 East, Lee County, Mississippi.

**Exhibit**

A

Lot 2 (817 Blair Street, Parcel No. 089J-31-172-00)

A lot 60 feet East and West and 100 feet South off of the East end of Lot Number Block 16 in the Town of Tupelo, Mississippi according to the Triplett and Allen West Company Survey, and also according to the Weatherford and Hildebrand Survey, and more particularly described as commencing at the Northwest corner of said Lot Number One, Block 16, and run East with the North line thereof 130 feet for a beginning point, thence South 100 feet, thence East 60 feet, thence North 100 feet, thence West 60 feet, to the point of beginning, situated in the Northwest Quarter of Section 31, Township 9, Range 6, in the Town of Tupelo, Mississippi, and all improvements on said lot.

**Exhibit**

B



**SUMMARY APPRAISAL REPORT**

OF THE REAL PROPERTY LOCATED AT

115 Lawndale Drive  
Tupelo, MS 38801

for

City of Tupelo

as of

04/04/2022

by

Jerry Hollingsworth  
112 South Broadway  
Tupelo, MS 38804

**Exhibit**

C

Rogers Appraisal Co., Inc.



Rogers Appraisal Co., Inc.  
112 South Broadway  
Tupelo, MS 38804  
662-842-9200

---

April 5, 2022

City of Tupelo

Property - 115 Lawndale Drive  
Borrower - Tupelo, MS 38801  
File No. - Ralph W. Pound  
Case No. - H220131

Dear Mr. Newman:

In accordance with your request, I have prepared an appraisal of the real property located at 115 Lawndale Drive, Tupelo, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 04/04/2022 is :

\$30,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

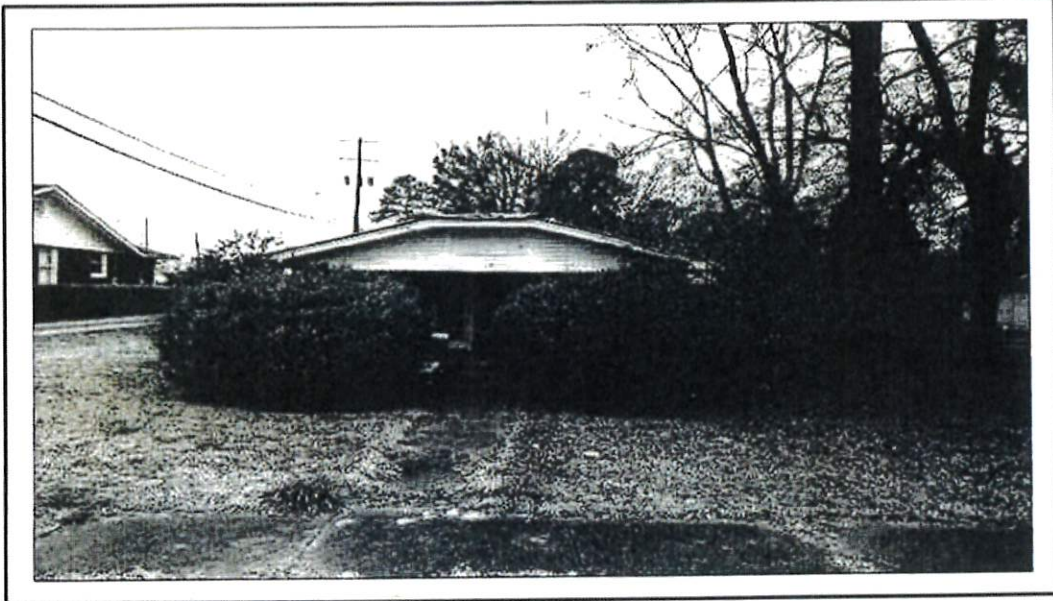
Respectfully submitted,

Rogers Appraisal Co., Inc.

  
Jerry Hollingsworth  
MS Certification #RA-696

Visit our website at [www.rogersappraisals.com](http://www.rogersappraisals.com)

---



**SUMMARY APPRAISAL REPORT**  
OF THE REAL PROPERTY LOCATED AT  
817 Blair Street  
Tupelo, MS 38804

for  
City of Tupelo

as of  
03/24/2022

by  
Jerry Hollingsworth  
112 South Broadway  
Tupelo, MS 38804

**Exhibit**  
*D*

Rogers Appraisal Co., Inc.

Rogers Appraisal Co., Inc.  
112 South Broadway  
Tupelo, MS 38804  
662-842-9200

---

April 5, 2022

City of Tupelo

Property - 817 Blair Street  
Tupelo, MS 38804  
Borrower - Ralph W. Pound  
File No. - H220132  
Case No. -

Dear Mr. Newman:

In accordance with your request, I have prepared an appraisal of the real property located at 817 Blair Street, Tupelo, MS.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 03/24/2022 is :

\$30,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Rogers Appraisal Co., Inc.

  
Jerry Hollingsworth  
MS Certification #RA-696

Visit our website at [www.rogersappraisals.com](http://www.rogersappraisals.com)

---

THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:  
Riley, Caldwell, Cork & Alvis, P.A.  
207 Court Street  
Tupelo, Mississippi 38804  
(662) 842-8945

**INDEXING INSTRUCTIONS:** South Half of Section 36, Township 9, Range  
5 East, Lee County, Mississippi

WARRANTY DEED

RALPH W. POUND  
P. O. BOX 1531  
TUPELO, MS 38802  
PHONE: (662) 231-0811

TO

THE CITY OF TUPELO,  
MISSISSIPPI  
P. O. BOX 1485  
TUPELO, MS 38804  
(662) 841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and  
other good and valuable consideration, the receipt and sufficiency  
of which is hereby acknowledged, I, RALPH W. POUND, do hereby sell,  
convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a  
municipal corporation organized and existing under the laws of the  
State of Mississippi, the following described real property, to-  
wit:

Lot No. 11 in Block 4 according to the Boggan Grove  
subdivision, Plat of which is recorded in Deed Book 184,  
Page 26 of the records of Lee County, Mississippi, and is  
in the South One Half of Section 36, Township 9, Range 5  
East, Lee County, Mississippi.

**Exhibit**  
E

This property constitutes no part of the homestead of the Grantor herein.

WITNESS MY SIGNATURE, this the 23<sup>rd</sup> day of June, 2022.

Ralph W. Pound  
RALPH W. POUND

STATE OF MISSISSIPPI

COUNTY OF LEE

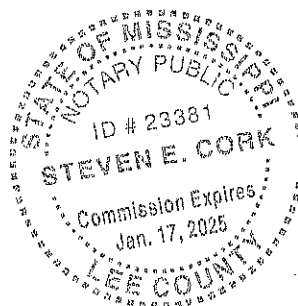
Personally appeared before me, the undersigned authority in and for the county and state aforesaid, the within named RALPH W. POUND, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his own act and deed.

Given under my hand and seal, this the 23<sup>rd</sup> day of June, 2022.

[Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES: 1/17/25



THIS INSTRUMENT PREPARED BY  
AND TO BE RETURNED TO:  
Riley, Caldwell, Cork & Alvis, P.A.  
207 Court Street  
Tupelo, Mississippi 38804  
(662) 842-8945

**INDEXING INSTRUCTIONS:** Northeast Quarter of Section 31, Township 9,  
Range 6 East, City of Tupelo, Lee County, Mississippi

WARRANTY DEED

BARCIA GROUP, LLC  
1707 W. JACKSON  
TUPELO, MS 38801  
(662)397-6692

TO

THE CITY OF TUPELO,  
MISSISSIPPI  
P. O. BOX 1485  
TUPELO, MS 38804  
(662)841-6513

FOR AND IN CONSIDERATION of ten dollars cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BARCIA GROUP, LLC, a Mississippi limited liability company, does hereby sell, convey and warrant unto THE CITY OF TUPELO, MISSISSIPPI, a municipal corporation organized and existing under the laws of the State of Mississippi, the following described real property, to-wit:

Beginning at the Southwest Corner of Lot 61 in the City of Tupelo, Lee County, Mississippi, said Lot lying and being on the North side of Walnut Street in said City and being at the intersection of the North line of Walnut Street, and the East line of Madison Street, and running thence East 75 feet; thence North 200 feet; thence West 75 feet; thence South 200 feet to the point of beginning,

**Exhibit**  
F

and being in the Northeast Quarter of Section 31, Township 9, Range 6 East. Intended hereby to convey the same property as that conveyed to M.C. Sudduth by Albert Ritter on February 6, 1920 as shown by Book 150, Page 394 of the records of Deeds in the Chancery Clerk's Office, Lee County, Mississippi.

ALSO:

Beginning at the Southwest Corner of Lot No. 61 in the City of Tupelo. Said Lot lying and being on the North side of Walnut Street in said City and being at the intersection of the North line of Walnut Street, and the East line of Madison Street, and running North 200 feet for a point of beginning; thence East 75 feet; thence North 15 feet; thence West 75 feet; thence South 15 feet to the point of beginning, and in the Northeast Quarter of Section 31, Township 9, Range 6 East, in the City of Tupelo, Lee County, Mississippi. It is intended hereby to convey a strip just North of and adjoining the property deeded by M.C. Sudduth and wife to L.P. Fain as shown by Deed Book 150, page 394, Deed Records of Lee County, Mississippi. Also intended hereby to convey the same property as that conveyed to M .C. Sudduth by Albert Ritter on May 5, 1936, as shown by deed Book 260, Page 574 of the Deed Records of Lee County, Mississippi.

ALSO:

Beginning at the Southwest Corner of Lot 61 and run East along Walnut Street 75 feet; thence run North 155 feet for a point of beginning; thence run North 60 feet; thence run East 71 feet; thence run South 60 feet; thence run West 71 feet to the point of beginning, in the Northeast Quarter of Section 31, Township 9, Range 6 East, in the City of Tupelo , Lee County, Mississippi; this being the Northern most 60 feet of the lot conveyed by N. T. Ritter and wife to Roy R. Snipes by Warranty Deed found in Book 286, Page 503, of the Land Records in the Chancery Clerk's Office of Lee County, Mississippi, according to the Harris & Thomason survey.

LESS AND EXCEPT:

Beginning at the Southwest Corner of Lot 61 in the City of Tupelo, Lee County, Mississippi, said lot lying and being on the North side of Walnut Street in said City and being at the intersection of the North line of Walnut Street and the East line of Madison Street and running thence East 75 feet; thence North 110 feet; thence West 75 feet; thence South 110 feet to the point of beginning. Lot situated in the Northeast Quarter of Section 31, Township 9, Range 6 East, City of Tupelo, Lee County, Mississippi.

Being the same property which by warranty deed dated January 21, 1986, and recorded in the Chancery Clerk's

Office for Lee County in Deed Book 1187 at Page 556 was granted and conveyed by Basil L. Fain to the grantors.

WITNESS the execution of this instrument by the duly authorized Managers/Members of BARCIA GROUP, LLC, a Mississippi limited liability company, on this the 17 day of May, 2022.

BARCIA GROUP, LLC,  
A MISSISSIPPI LIMITED  
LIABILITY COMPANY

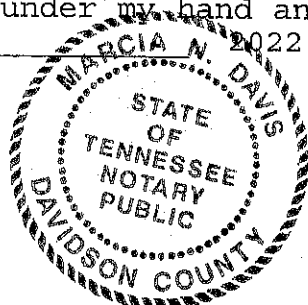
BY: [Signature]  
JUAN CARLOS BARCIA  
Its: Member/Manager

BY: [Signature]  
STEPHANIE RHEA BARCIA  
ITS: Member/Manager

STATE OF ~~OKLAHOMA~~ Tennessee  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned authority within and for the County and State aforesaid, JUAN CARLOS BARCIA AND STEPHANIE RHEA BARCIA who acknowledged that they signed and delivered the above and foregoing instrument in their capacity as the duly authorized Members and Managers of BARCIA GROUP, LLC, a Mississippi limited liability company, on the day and year therein mentioned, after first having been duly authorized to do so by the Operating Agreement of said company.

Given under my hand and official seal, this the 17 day of May, 2022.



[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 09, 2023



## CONTRACT OF PURCHASE

**AGREEMENT** entered into this the 25 day of April 2022, by and between the **BARCIA GROUP, LLC**, (hereinafter referred to as "SELLER"), and the **CITY OF TUPELO, MISSISSIPPI** (hereinafter referred to as "PURCHASER"), and in consideration of the mutual covenants contained herein, do hereby contract and agree as follows:

Purchaser desires to purchase from Seller, and Seller wishes to sell to Purchaser, all of Seller's right, title and interest in and to certain real property located at 508 N. Madison Street (Parcel No. 089K-31-002-00) and situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described as follows (the "Subject Property"):

See Legal Description Attached

1. PRICE. The purchase price of the property shall be Eighty-One Thousand Dollars (\$81,000.00) and shall be due and payable at closing.
2. CLOSING. Sellers shall deliver to Purchaser at closing a warranty deed, conveying good and marketable fee simple title to the Subject Property, subject to subdivision, zoning, and other regulations in effect in the City of Tupelo or Lee County, Mississippi, and rights of way and easements for public roads, flowage, utilities and any mineral or mineral rights, including oil and gas, leased, granted or retained by current or prior owners, as well as any other restriction, reservation, encumbrance or items of record or which an accurate title search would reveal or which a survey or inspection of the property would reveal, and with taxes not delinquent; provided, however, that should delinquent taxes be due, Seller hereby agrees to pay such amount with the proceeds from the closing.
3. CLOSING COSTS. Buyer is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Real estate taxes for the current year, if any, shall be paid be prorated.
4. PROPERTY CONDITION. The Subject Property is sold in an "AS IS", "WHERE IS" condition "WITH ALL FAULTS" as of the closing. Purchaser acknowledges that neither Seller nor any of the employees, agents, or attorneys of Sellers have made any verbal or written representations or warranties whatsoever to Purchaser, whether express or implied, statutory, or by operation of law regarding the condition of the Subject Property or the title thereto.
5. CLOSING AND POSSESSION. Seller and Purchaser shall work together to reasonably set a time for closing. Possession shall pass at Closing.
6. COMMISSION: Seller and Purchaser each represent and warrant that they are not represented by a broker and that no real estate commissions are due in the regard to the sale(s) contemplated in this agreement.

*EXHIBIT "D"*

7. GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
8. ENTIRE AGREEMENT: This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.

**IN WITNESS WHEREOF**, each of the Parties hereto has signed this Agreement on the date shown below their respective signatures. This Agreement shall, for all purposes, be deemed to be fully executed on the latest of the dates of execution as shown below (the "Effective Date").

PURCHASER

SELLER

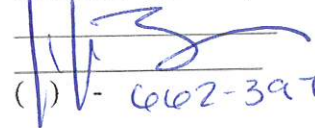


TODD JORDAN, MAYOR  
CITY OF TUPELO, MISSISSIPPI  
P.O. BOX 1485  
TUPELO, MS 38802  
(662) 841-6513

4-21-2022  
DATE



BARCIA GROUP, LLC

  
( ) - 662-397-6692

4-26-22  
DATE

ATTEST



KIM HANNA, CFO/CITY CLERK

Filed By: rmaharrey	Filed: 8/25/2022 11:38 AM	Number: 2022012059	LEE Chancery	Bill Benson	Published: 8/25/2022 12:01 PM
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Prepared By: Stephen N. Reed  
Assistant City Attorney  
City of Tupelo  
P.O. Box 1485  
Tupelo, MS 38802

Return To: Preparer

**TO THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI:** Lying and Being in the SE ¼ of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi

**WARRANTY DEED**

**GRANTOR: Mayco Enterprises, LLC**  
401 North Front Street  
PO Box 9  
Tupelo, MS 38802  
Telephone: (662) 841-8844

**GRANTEE: City of Tupelo, Mississippi**  
71 E. Troy Street  
P.O. Box 1485  
Tupelo, MS 38802  
Telephone: (662) 841-6513

For and in consideration of Ten Dollars, (\$10.00) cash in hand paid and other good and valuable consideration accruing to both parties, the receipt and sufficiency of which is hereby acknowledged, **Mayfield Enterprises, LLC**, ("Grantor"), does by these presents, grant, convey, and warrant unto the **City of Tupelo, Mississippi**, a municipal corporation existing under the laws of the State of Mississippi ("Grantee"), the real property described herein and attached as "Exhibit A."

**WITNESS THE SIGNATURE** of Grantor's duly authorized representative on this the

14th day of July, 2022.

**Exhibit**

G

MAYCO ENTERPRISES, LLC

BY: *[Signature]*

STATE OF MISSISSIPPI  
COUNTY OF LEE

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, on the 14<sup>th</sup> day of July, 2022, personally came and appeared Kenneth Mayfield, a representative of Mayco Enterprises, LLC and that he executed and delivered the above and foregoing document.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:

September 20, 2025

(SEAL)



Commencing at a ½" rebar marking the Northwest Corner of Lot No. 11 of Block No. 9 of the Rea and Topp Subdivision as recorded in Plat Cabinet A, Slide A-177 in the Office of the Chancery Clerk of Lee County, Mississippi, and run thence South 01 degree 22 minutes 24 seconds East for a distance of 193.21 feet to an iron pin and a POINT OF BEGINNING; thence run South 83 degrees 02 minutes 09 seconds West for a distance of 100.48 feet to an iron pin; thence run North 88 degrees 37 minutes 36 seconds East for a distance of 300.00 feet to an iron pin; thence run North 01 degree 22 minutes 24 seconds West for a distance of 110.55 feet to an iron pin; thence run South 54 degrees 03 minutes 39 seconds West for a distance of 166.80 feet to an iron pin; thence run South 83 degrees 02 minutes 09 seconds West for a distance of 62.94 feet to the Point of Beginning; All lying and being in the Southeast Quarter of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.23 acre.



## LAND EXCHANGE AGREEMENT

This Land Exchange Agreement ("Agreement") is made as of this 20 day of April, 2022, by and between Mayco Enterprises, LLC. (hereinafter "Mayco") and the City of Tupelo, Mississippi, a municipal corporation ("City"). This Agreement shall be effective on the "Effective Date," which is the date on which the last party signing this Agreement shall have signed this Land Exchange Agreement.

**WHEREAS**, the Mayco is the owner of that certain real property more commonly referred to as 321 Tolbert Street, City of Tupelo, Lee County, Mississippi, and a portion of which being more particularly described in Exhibit "A" attached hereto and incorporated herein, (hereinafter referred to as "Parcel 1"); and

**WHEREAS**, the City is the owner of that certain real property more commonly referred to as Gumtree Park, Parcel Number 089F-30-216-00, City of Tupelo, Lee County, Mississippi, and a portion of which being more particularly described in Exhibit "A" attached hereto and incorporated herein, (hereinafter referred to as "Parcel 2"); and

**WHEREAS**, the City and Mayco wish to exchange those portions of their properties under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DEFINITIONS.** Parcel 1 and Parcel 2 are sometimes individually referred to hereinafter as the "Exchange Property" or collectively as the "Exchange Properties." A party who is intending to convey title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantor Party" and a party who is intending to accept title to an Exchange Property at Closing is sometimes referred to hereinafter as "Grantee Party."

2. **THE EXCHANGE TERMS.** Mayco and the City acknowledge that Parcel 1 and Parcel 2 are of like kind and equal value. Pursuant to Section 1031 of the Internal Revenue Code, Mayco will convey Parcel 1 to the City and the City will convey Parcel 2 to Mayco at Closing. At Closing, Grantor Party will execute and deliver a general warranty deed conveying marketable title to the Exchange Property to Grantee Party. Mayco shall convey Parcel 1 to the City together with any easements or restrictions of record, free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed against the subject real property for Ten Thousand Dollars (\$10,000). The City shall convey Parcel 2 to Mayco together with any easements or restrictions of record, but free and clear of all liens, encumbrances, encroachments and special assessments levied or assessed against the subject real property for Ten Thousand Dollars (\$10,000).

3. DEDICATIONS AND EASEMENTS. After the date of this Agreement, but prior to Closing, Grantor Party shall not dedicate, gift, transfer, mortgage or convey any interest in Grantor Party's Exchange Property without written consent from Grantee Party, which may be withheld for any reason.

4. TESTS. The City and Mayco shall each have the right for thirty (30) days after the date of this Agreement, or up to the date of Closing, whichever occurs first, at each party's own expense, to undertake an examination of title, environmental audit, survey, soil tests or additional due diligence inspection of the Exchange Property each party is to receive (collectively "Tests"). The Grantor Party shall, upon the execution of this Agreement, promptly furnish to the Grantee Party, any and all documents or reports which each party has in its possession which cover all or any portion of the Exchange Property to be conveyed with regard to any previous Tests. Grantor Party shall allow Grantee Party and its representatives and agents reasonable access onto the Exchange Property to conduct such Tests. Grantee Party agrees to indemnify, defend and hold Grantor Party harmless against all claims for injuries to persons on or damage to the Exchange Property caused by the Grantee Party and its agents, or caused by the Tests. If the Exchange Property is not suitable for Grantee Party's intended use of the Exchange Property, Grantee Party will furnish Grantor Party with written notice that said property is unacceptable and shall be permitted to declare this Agreement null and void and if this option is exercised, then the parties shall have no further obligations under this Agreement. Any marketability of title matter or test results not objected to by Grantee Party within the inspection period shall be deemed approved by the Grantee Party. Prior to expiration of the inspection period, Grantee Party shall deliver to Grantor Party a written statement of any objections to the test and which Grantor Party shall cure prior to closing. If Grantor Party cannot, upon the exercise of due diligence in good faith cure such objections prior to or concurrent with closing, then Grantee Party shall have the option of: (i) waiving such objections and proceeding with this Agreement or (ii) terminating this Agreement, and thereupon this Agreement shall be null and void and neither Grantor Party nor Grantee Party shall have any further obligations hereunder. Each party hereto shall be responsible for all costs associated with tests performed or examination of title expenses incurred for their individual Exchange Property they are to be conveyed.

5. EXCHANGE VALUE: Miss Code Ann. § 21-17-1(2)(b)(i) authorizes a Municipality to sell, convey or lease real property for "not less than the average of the fair market price for such property as determined by at least two (2) professional property appraisers" when the property to be sold is no longer used for municipal purposes. Additionally, Miss. Code Ann. § 43-37-3 (1)(c)(i) authorizes a municipality to purchase real property at "the lesser of the best negotiated price or the approved appraisal of the fair market value or the price at which the property is offered for sale." Parcel 1 has an appraised value of Ten Thousand Dollars (\$10,000). Parcel 2 has an averaged appraised value of Eight Thousand Eight Hundred Sixty-three Dollars and Sixty Cents (\$8,863.60).

6. TAXES. Real estate taxes on the Exchange Property prior to the date of Closing shall be paid by Grantor Party. Real estate taxes on the Exchange Property after the date of Closing shall

be paid by Grantee Party. The taxes for the year of the date of Closing shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law.

7. CLOSING. Closing shall occur within forty-five (45) days from the date of this Agreement.

8. RISK OF LOSS. Risk of loss or damage to the Exchange Property shall rest with Grantor Party until the time of delivery of possession which shall be at time of closing.

9. NO REAL ESTATE COMMISSION AND FINDER'S FEE. The parties agree that no party hereto shall be liable for any real estate broker's commission, agent's commission, or finder's fee, in connection with the transaction contemplated by this Agreement. Each party warrants to the other party that it shall indemnify and hold harmless for any and all claims of any person for broker's or agent's commissions or finder's fees in connection with this transaction.

10. CONDITION OF EXCHANGE PROPERTY. Grantor Party acknowledges that its representatives or agents have examined the Exchange Properties prior to entering into this Agreement. This Agreement is based upon Grantee Party's inspection of the Exchange Property and not upon any representation or warranties or conditions by Grantor Party's agents. Grantee Party acknowledges Grantor Party is conveying the Exchange Property on an "AS IS" basis, except for the warranties and representations as provided in this Agreement and the warranties in the general warranty deed.

11. DEFAULT. Time is agreed to be of the essence. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and seek any remedy at law or in equity without notice or demand, including specific performance.

12. NON-FOREIGN STATUS. At the date of Closing, Mayco shall deliver to the City the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

13. ASSIGNMENT. This agreement shall not be assignable without the prior written consent from the parties to this agreement. An assignment by either party shall not relieve, excuse or extinguish any duty imposed or undertaken by this agreement.

14. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute,



acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, contingencies and agreements herein provided. Mayco and the City agree to use their best efforts in cooperation to carry out the intent of this Agreement.

16. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

17. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

18. NON-MERGER. All representations and warranties made herein are intended to survive Closing and shall not be merged in the deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

19. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

20. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested, or delivered personally at the address stated below:

Mayco Enterprises, LLC.  
Attn: Kenneth Mayfield  
401 North Front Street, PO Box 9  
Tupelo, MS 38802

City of Tupelo, Mississippi  
Attn: Ben Logan  
71 East Troy Street, PO Box 1485  
Tupelo, MS 38802

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

22. GOVERNING LAW AND VENUE. All aspects of this Agreement shall be governed by the laws of the State of Mississippi. All actions or proceedings arising out of the terms of this agreement shall be instituted within the Courts of the Mississippi sitting in the City of Tupelo, Lee County, Mississippi.

23. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

24. TIME IS OF THE ESSENCE. The parties agree time is of the essence under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**CITY OF TUPELO, MISSISSIPPI**

By: Todd Jordan, Mayor  
TODD JORDAN, MAYOR

Date: 4-19-2022

**ATTEST:**

By: Kim Hanna  
KIM HANNA, CITY CLERK

Date: 4.19.2022

**MAYCO ENTERPRISES, LLC.**

By: Kenneth Mayfield  
KENNETH MAYFIELD, MEMBER

Date: 4-20-22

# DABBS ENGINEERING COMPANY, INC.

ENGINEERS / SURVEYORS / GEOTECHNICAL / MATERIALS TESTING / ENVIRONMENTAL

November 2, 2021

## DESCRIPTION OF MAYFIELD to CITY OF TUPELO PROPERTY, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

Commencing at a ½" rebar marking the Northwest Corner of Lot No. 11 of Block No. 9 of the Rea and Topp Subdivision as recorded in Plat Cabinet A, Slide A-177 in the Office of the Chancery Clerk of Lee County, Mississippi, and run thence South 01 degree 22 minutes 24 seconds East for a distance of 193.21 feet to an iron pin and a POINT OF BEGINNING; thence run South 83 degrees 02 minutes 09 seconds West for a distance of 100.48 feet to an iron pin; thence run North 88 degrees 37 minutes 36 seconds East for a distance of 300.00 feet to an iron pin; thence run North 01 degree 22 minutes 24 seconds West for a distance of 110.55 feet to an iron pin; thence run South 54 degrees 03 minutes 39 seconds West for a distance of 166.80 feet to an iron pin; thence run South 83 degrees 02 minutes 09 seconds West for a distance of 62.94 feet to the Point of Beginning; All lying and being in the Southeast Quarter of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.23 acre.

## DESCRIPTION OF CITY OF TUPELO to MAYFIELD PROPERTY, CITY OF TUPELO, LEE COUNTY, MISSISSIPPI

Commencing at a ½" rebar marking the Northwest Corner of Lot No. 11 of Block No. 9 of the Rea and Topp Subdivision as recorded in Plat Cabinet A, Slide A-177 in the Office of the Chancery Clerk of Lee County, Mississippi, and run thence South 01 degree 22 minutes 24 seconds East for a distance of 193.21 feet to an iron pin; thence run North 83 degrees 02 minutes 09 seconds East for a distance of 62.94 feet to an iron pin; thence run North 54 degrees 03 minutes 39 seconds East for a distance of 166.80 feet to an iron pin and a POINT OF BEGINNING; thence run North 01 degree 22 minutes 24 seconds West for a distance of 107.12 feet to an iron pin on the southern boundary of Tolbert Street; thence run South 88 degrees 19 minutes 13 seconds East along said street for a distance of 50.07 feet to an iron pin; thence, leaving said street, run South 01 degrees 22 minutes 24 seconds East for a distance of 70.00 feet to an iron pin; thence run South 54 degrees 03 minutes 39 seconds West for a distance of 60.72 feet to the Point of Beginning; All lying and being in the Southeast Quarter of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and containing 0.10 acre.

  
Thomas R. Dabbs, PLS

**Exhibit**

**A**