

CONTRACT OF PURCHASE

AGREEMENT entered into this the 6th day of July 2019, by and between the **TERRY TRAYLOR AND SHERYL TRAYLOR**, (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 situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is generally described as a temporary construction easement and a permanent part of the right-of-way located at the corner of North Gloster and West Jackson Street, such part located on the northeast side of the Jackson Street and to be used for permanent right-of-way, a legal description and depiction attached hereto.

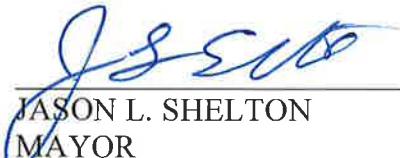
1. PRICE. The purchase price of the property, payable at closing, shall be: A) Permanent Right-Of-Way - Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and B) Temporary Construction Easement – Ten-Thousand Dollars, (\$10,000).
2. CLOSING. Seller shall deliver to Purchaser at closing a warranty 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 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. Purchaser is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Year 2020 real estate taxes for the portion of the real property attributable to the permanent easement shall be determined and escrowed by the Purchaser and paid on buyer's behalf.
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 has 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 AND MAINTENANCE AND ADVERTISING: 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.
7. MISCELLANEOUS: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi. This writing contains the entire Agreement of the Parties and may not be amended except in writing, signed by both Seller and Purchaser.
8. SPECIAL PROVISIONS: This agreement is contingent upon Seller obtaining a subordination agreement from any lienholder on the property sold.


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

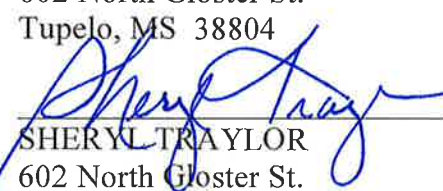
SELLER



JASON L. SHELTON
MAYOR
CITY OF TUPELO, MISSISSIPPI
P.O. Box 1485
Tupelo, MS 38802



TERRY TRAYLOR
602 North Gloster St.
Tupelo, MS 38804



SHERYL TRAYLOR
602 North Gloster St.
Tupelo, MS 38804

Filed By: Rmaharrey	Filed: 7/10/2020 4:37 PM	Number: 2020008792	LEE Chancery	Bill Benson	Published: 7/10/2020 4:53 PM
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Prepared By: Ben M. Logan, City Attorney
City of Tupelo, Mississippi
P.O. Box 1485
Tupelo, MS 38802

Return To: Preparer

TO THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI: The real property described herein is situated in the SW ¼ of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi

WARRANTY DEED

**FROM: Terry Traylor and
Cheryl Traylor
602 North Gloster Street
Tupelo, MS 38804
Telephone: (601) 372-6422**

**TO: City of Tupelo
P.O. Box 1485
Tupelo, MS 38804
Telephone: (662) 840-2059**

For and in consideration of Ten Dollars (\$10.00) cash in hand paid and other mutual and valuable consideration accruing to both parties, the receipt and sufficiency of which is hereby acknowledged, **Terry Traylor and Cheryl Traylor** (“Grantors”), do by these presents, grant, bargain, sell, convey and warrant unto the **City of Tupelo, a Mississippi**, (“Grantee”), a part of right-of-way located at 602 North Gloster Street described as follows:

COMMENCING AT THE INTERSECTION OF THE NORTH LANE OF JACKSON STREET WITH THE EAST LINE OF GLOSTER STREET (MS HWY. 145), AND THE POINT OF BEGINNING, THENCE RUN NORTH ALONG THE EAST LINE OF GLOSTER STREET FOR A DISTANCE OF 15 FEET TO A POINT; THENCE LEAVING SAID EAST LINE OF GLOSTER STREET, RUN EAST AND PARALLEL

TO THE NORTH LINE OF JACKSON STREET FOR A DISTANCE OF 75 FEET TO A POINT ON THE EAST LINE OF TERRY AND CHERYL TRAYLOR PROPERTY; THENCE RUN SOUTH ALONG SAID EAST LINE FOR A DISTANCE OF 15 FEET TO A POINT ON THE NORTH LINE OF JACKSON STREET; THENCE RUN WEST ALONG SAID NORTH LINE OF JACKSON STREET FOR A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

and as depicted in Exhibit "A" attached hereto.

WITNESS THE SIGNATURE of Grantors' on this the 6th day of

July, 2020.



STATE OF MISSISSIPPI
COUNTY OF Lee

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, on the
6th day of July, 2020, personally came and appeared **Terry Traylor**, and
that he signed, executed and delivered the above and foregoing document.

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF Lee

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, on the 6th day of July, 2020, personally came and appeared **Cheryl Traylor**, and that she signed, executed and delivered the above and foregoing document.

My Commission Expires _____
ID # 110558
SANDRA SHUMAKER
(SEAL) Commission Expires
October 23 2022
LEE COUNTY

LEE COUNTY
Sandra Shumaker
NOTARY PUBLIC

CHANCERY
COURT

Bill Benson
CLERK

MISSISSIPPI

Filed By: Rmaharrey	Filed: 7/10/2020 4:38 PM	Number: 2020008793	LEE Chancery	Bill Benson	Published: 7/10/2020 4:54 PM
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Prepared by:

Return to: PREPARER

Ben M. Logan
City Attorney
City of Tupelo
P.O. Box 1485
Tupelo, MS 38802
(662) 840-2059

Lee County, MS

TO THE CHANCERY CLERK OF LEE COUNTY, MISSISSIPPI: All lying and being in the parcel of land lying in the Southwest ¼ of Section 30, Township 9 South, Range 6 East, Lee County, Mississippi

**GRANT OF TEMPORARY
CONSTRUCTION EASEMENT**

**FROM: Terry Traylor and
Cheryl Traylor
602 North Gloster
Telephone: (662) 372-6422**

Bill Benson
CLERK

**TO: City of Tupelo
P.O. Box 1485
Tupelo, MS 38802
Telephone: (662) 840-2059**

For and in consideration of the mutual benefits and covenants accruing to both parties, including the making of certain improvements to West Jackson Street, the receipt and sufficiency of all of which is hereby acknowledged, **Terry Traylor and Cheryl Traylor**, (Grantors), do hereby and convey unto the **City of Tupelo, Mississippi**, (Grantee), a temporary construction easement along, over and across Grantors' real property situated in Lee County, Mississippi, identified in and located in the land records of the Chancery Clerk of Lee County, Mississippi, said property lying in the SW ¼ of Section 30, Township 9 South, Range 6 East, City of Tupelo, Lee County, Mississippi, and which is more particularly described as a temporary construction

easement for the widening of the intersection located at North Gloster Street and West Jackson Street and depicted in **Exhibit "A"** attached hereto.

Grantee covenants that it will restore that part of Grantors' property comprising the temporary construction easement described above to substantially the same condition as existed prior to the construction.

IN WITNESS WHEREOF, Grantor has executed this instrument on this, the 6th day of July, 2020.



STATE OF MISSISSIPPI
COUNTY OF Lee

Personally appeared before me, the undersigned authority in and for said county and state on this 6th day of July, 2020 within my jurisdiction, the within named **Terry Traylor**, (Grantor), who acknowledged that he signed, executed and delivered the above and foregoing instrument.

Sandra Shumaker
NOTARY PUBLIC



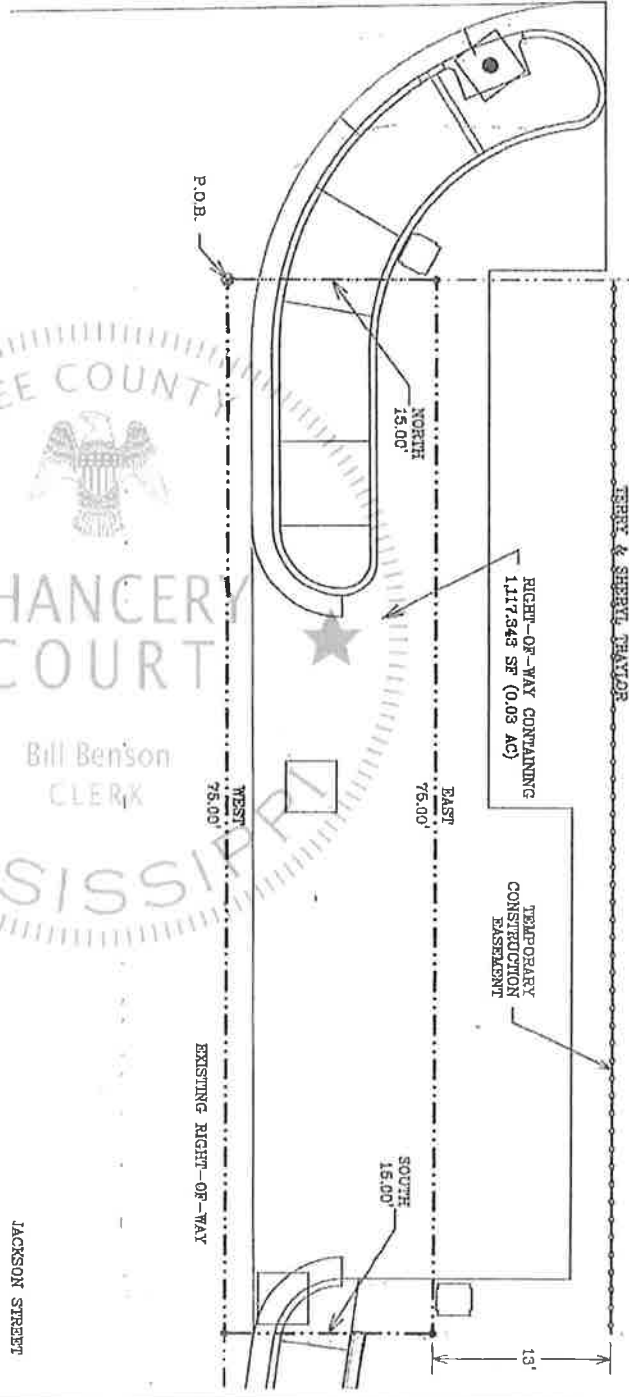
STATE OF MISSISSIPPI
COUNTY OF Lee

Personally appeared before me, the undersigned authority in and for said county and state on this 6th day of July, 2020 within my jurisdiction, the within named **Cheryl Traylor**, (Grantor), who acknowledged that she signed, executed and delivered the above and foregoing instrument.

Sandra Shumaker
NOTARY PUBLIC



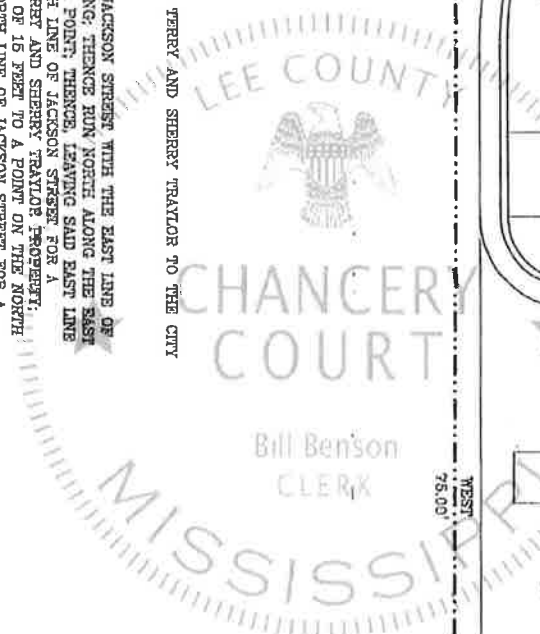
GLOSTER STREET



PROPERTY DESCRIPTION - RIGHT-OF-WAY CONVEYANCE FROM TERRY AND SHERRY TRAYLOR TO THE CITY OF TUPELO, MISSISSIPPI - LEE COUNTY MISSISSIPPI

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET WITH THE EAST LINE OF GLOSTER STREET (AS EXT. 145), AND THE POINT OF BEGINNING, THENCE RUN NORTH ALONG THE EAST LINE OF GLOSTER STREET FOR A DISTANCE OF 15 FEET TO A POINT; THENCE, LEAVING SAID EAST LINE OF GLOSTER STREET, RUN EAST AND PARALLEL TO THE NORTH LINE OF JACKSON STREET FOR A DISTANCE OF 75 FEET TO A POINT ON THE EAST LINE OF TERRY AND SHERRY TRAYLOR PROPERTY; THENCE RUN SOUTH ALONG SAID EAST LINE FOR A DISTANCE OF 15 FEET TO A POINT ON THE NORTH LINE OF JACKSON STREET; THENCE RUN WEST ALONG SAID NORTH LINE OF JACKSON STREET FOR A DISTANCE OF 75 FEET TO THE POINT OF BEGINNING.

INDEXING INSTRUCTIONS: LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 8 EAST, 12E COUNTY, MISSISSIPPI, AND CONTAINING 1.117343 AC. (0.03 ACRES), MORE OR LESS.



DATE	10/15/2024
BY	ES
PROJECT	RIGHT-OF-WAY CONVEYANCE FROM TERRY AND SHERRY TRAYLOR TO THE CITY OF TUPELO, MISSISSIPPI - LEE COUNTY MISSISSIPPI
SCALE	AS SHOWN
APP. DATE	10/15/2024
APP. BY	ES