

CONTRACT OF PURCHASE

AGREEMENT entered into this the 10th day of July 2020, by and between **R.B. LESLEY COMPANY, 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 right of way and a temporary construction easement situated in the City of Tupelo, Lee County, Mississippi, upon the terms set forth herein. The real property is more particularly described on the attached cumulative Exhibit "A" (the "Subject Property").

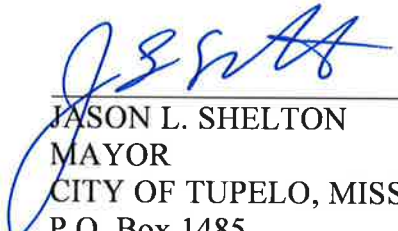
1. PRICE. The purchase price of the property shall be follows:

Right of Way: Fifty-five thousand dollars (\$55,000.00)
Temporary Construction Easement: Ten Thousand Dollars (\$10,000.00)
2. CLOSING. Seller shall deliver to Purchaser at closing a temporary construction easement, and a warranty deed for right of way 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. Seller is to pay for preparation of the warranty deed and to pay for any and all other closing costs, if any. Due to the size of the property to be conveyed (295.50 sq. ft.) and the difficulty in apportioning 2020 real estate taxes assessed for the current year for the real property to be conveyed by Seller and the remaining real property of the entire tract owned to be retained by Seller, Seller shall be responsible for the entire 2020 ad valorem taxes due January 1, 2021.
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. CLOSING AGENT: Buyer has selected Ben M. Logan, Esq. to conduct the closing of the Subject Property. In doing so, no attorney client relationship is created between said attorney, agent or firm and the Seller.
8. TEMPORARY EASEMENT: Buyer will work with Seller to provide a plan of access to Seller's business during construction, including scheduling the work, and pave or repave the areas of the temporary easement
8. 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.


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

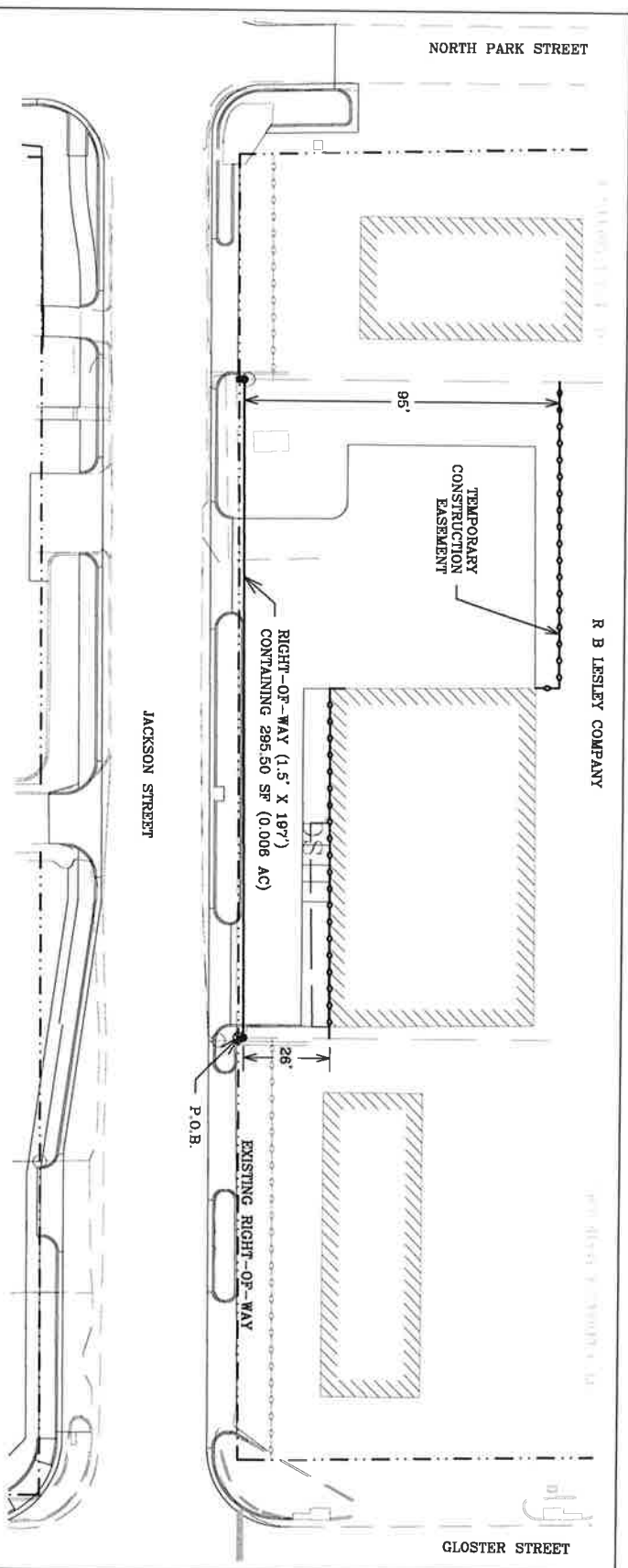


JASON L. SHELTON
MAYOR
CITY OF TUPELO, MISSISSIPPI
P.O. Box 1485
Tupelo, MS 38802
(662) 841-6513

SELLER



ROB LESLEY
R.B. LESLEY COMPANY, LLC
804 West Jackson Street
Tupelo, MS 38804
(662) 842-8986



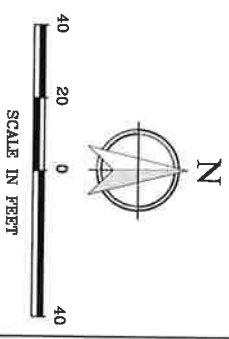
PROPERTY DESCRIPTION - RIGHT-OF-WAY CONVEYANCE FROM R.B. LESLEY COMPANY TO THE CITY OF TUPELO, MISSISSIPPI - LEE COUNTY MISSISSIPPI

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST JACKSON STREET WITH THE WEST LINE OF GLOSTER STREET (MS HWY. 149); THENCE RUN WEST ALONG THE NORTH LINE OF JACKSON STREET FOR A DISTANCE OF 126.22 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF R.B. LESLEY COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 2014011390 OF THE LEE COUNTY CHANCERY CLERKS OFFICE, AND THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG THE NORTH LINE OF WEST JACKSON STREET FOR A DISTANCE OF 197.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN NORTH ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 15 FEET TO A POINT THAT IS 28.5 FEET FROM THE CENTERLINE OF WEST JACKSON STREET; THENCE RUN EAST AND PARALLEL TO THE NORTH LINE OF SAID STREET FOR A DISTANCE OF 197.00 TO A POINT ON THE EAST LINE OF SAID R.B. LESLEY PROPERTY TO A POINT THAT IS 26.5 FEET FROM THE CENTERLINE OF SAID STREET; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID PROPERTY TO THE POINT OF BEGINNING.

INDEXING INSTRUCTIONS: LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI, AND CONTAINING 295.50 S.F. (0.006 ACRE), MORE OR LESS.

- ⊗ POINT OF BEGINNING
- POINT

LEGEND



ESI
ENGINEERING SOLUTIONS INC

3241 N. VETERANS BLVD
TUPELO, MS 38801
PHONE: 662.885.1122
FAX: 662.885.1123
www.esi.com

TEMPORARY CONSTRUCTION EASEMENT
R B LESLEY COMPANY

OWNER
CITY OF TUPELO

LOCATION
SECTION 30, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI

NO.	REVISIONS
1	DATE
2	BY
3	DATE
4	BY
5	DATE

DATE: 7/7/14
DRAWN BY: [Name]
CHECK BY: [Name]
SCALE: AS SHOWN
SHEET: 1 OF 1

Filed By: Rmaharrey	Filed: 7/10/2020 4:43 PM	Number: 2020008796	LEE Chancery	Bill Benson	Published: 7/10/2020 4:56 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: 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

**GRANT OF A TEMPORARY
CONSTRUCTION EASEMENT**

FROM: R.B. Lesley Company, LLC
804 West Jackson Street
Tupelo, MS 38804
Telephone: (662) 842-8986

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

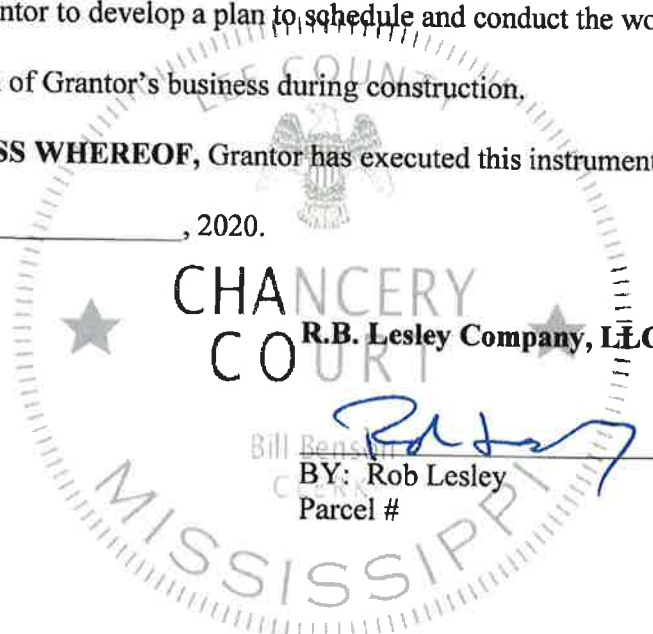
For and in consideration of Ten Dollars (\$10.00) cash in hand paid and valuable consideration and mutual benefits accruing to both parties, including the making of certain improvements, the receipt and sufficiency of all of which is hereby acknowledged, **R.B. Lesley Company, LLC**, (Grantor), does hereby grant, convey and warrant unto the **City of Tupelo, Mississippi**, (Grantee), a temporary construction easement, along, over and across Grantor's real

property situated in Lee County, Mississippi, which, is described in **Exhibit "A"** attached hereto, for the purpose of the construction of street improvements.

The location of the temporary construction easement is known to and agreed to by the parties, and it is further understood and agreed that the temporary construction easement granted herein shall terminate upon completion of the construction.

Grantee will restore that part of Grantor's property comprising the temporary construction easement described above by paving or repaving the area. Grantee further will coordinate with Grantor to develop a plan to schedule and conduct the work in a manner that will minimize disruption of Grantor's business during construction.

IN WITNESS WHEREOF, Grantor has executed this instrument on this, the 10 day of July, 2020.



CHANCERY COURT
R.B. Lesley Company, LLC

BY: Rob Lesley
Parcel #

**STATE OF MISSISSIPPI
COUNTY OF LEE**

Personally appeared before me, the undersigned authority in and for said county and state on this 10th day of July, 2020 within my jurisdiction, the within named **Rob Lesley, representative of R.B. Lesley Company, LLC**, (Grantor), who acknowledged that he signed, executed and delivered the above and foregoing instrument.



NORTH PARK STREET

R B LESLEY COMPANY

TEMPORARY
CONSTRUCTION
EASEMENT

RIGHT-OF-WAY (1.5' X 197')
CONTAINING 295.50 SF (0.006 AC)

EXISTING RIGHT-OF-WAY

P.O.B.

JACKSON STREET



GLOSTER STREET

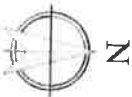
PROPERTY DESCRIPTION - RIGHT-OF-WAY CONVEYANCE FROM R.B. LESLEY COMPANY TO THE CITY OF TUPELO, MISSISSIPPI - LEE COUNTY MISSISSIPPI

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST JACKSON STREET WITH THE WEST LINE OF GLOSTER STREET (MS HWY. 145); THENCE RUN WEST ALONG THE NORTH LINE OF JACKSON STREET FOR A DISTANCE OF 126.22 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF R.B. LESLEY COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 2014011390 OF THE LEE COUNTY CHANCERY CLERK'S OFFICE; AND THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG THE NORTH LINE OF WEST JACKSON STREET FOR A DISTANCE OF 197.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN NORTH ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 1.5 FEET TO A POINT THAT IS 26.5 FEET FROM THE CENTERLINE OF WEST JACKSON STREET; THENCE RUN EAST AND PARALLEL TO THE NORTH LINE OF SAID STREET FOR A DISTANCE OF 197.00 TO A POINT ON THE EAST LINE OF SAID R.B. LESLEY PROPERTY TO A POINT THAT IS 26.5 FEET FROM THE CENTERLINE OF SAID STREET; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID PROPERTY TO THE POINT OF BEGINNING.

INDEXING INSTRUCTIONS: LAYING AND BRING IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI, AND CONTAINING 295.50 S.F. (0.006 ACRE), MORE OR LESS.

LEGEND

- ⊙ POINT OF BEGINNING
- POINT



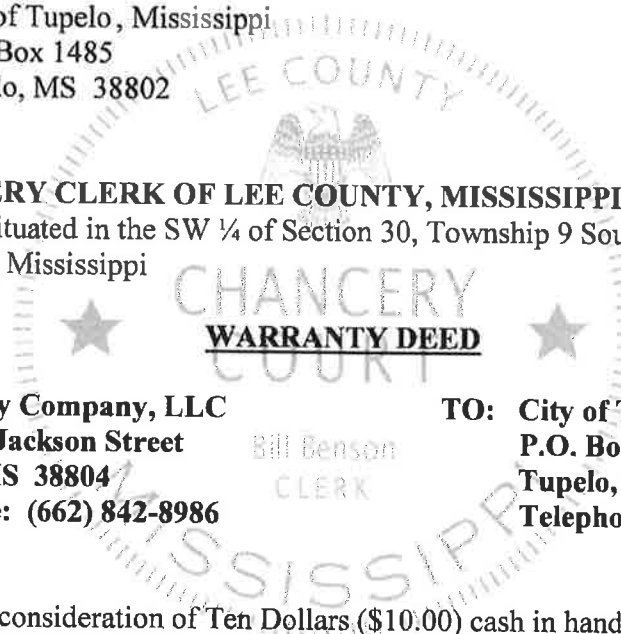
TEMPORARY CONSTRUCTION
EASEMENT
R B LESLEY COMPANY

Filed By: Rmaharrey	Filed: 7/10/2020 4:41 PM	Number: 2020008795	LEE Chancery	Bill Benson	Published: 7/10/2020 4:55 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



FROM: R.B. Lesley Company, LLC
804 West Jackson Street
Tupelo, MS 38804
Telephone: (662) 842-8986

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, **R.B. Lesley Company, LLC** (“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:

Right -of-way conveyance from R. B. Lesley Company to the City of Tupelo, Mississippi – Lee County, Mississippi

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST JACKSON STREET WITH THE WEST LINE OF GLOSTER STREET (MS HWY 145);

THENCE RUN WEST ALONG THE NORTH LINE OF JACKSON STREET FOR A DISTANCE OF 126.22 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF R.B. LESLEY COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 2014011390 OF THE LEE COUNTY CHANCERY CLERK'S OFFICE, AND THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG THE NORTH LINE OF WEST JACKSON STREET FOR A DISTANCE OF 197.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN NORTH ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 1.5 FEET TO A POINT THAT IS 26.5 FEET FROM THE CENTERLINE OF WEST JACKSON STREET; THENCE RUN EAST AND PARALLEL TO THE NORTH LINE OF SAID STREET FOR A DISTANCE OF 197.00 TO A POINT ON THE EAST LINE OF SAID R.B. LESLEY PROPERTY TO A POINT THAT IS 26.5 FEET FROM THE CENTERLINE OF SAID STREET; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID PROPERTY TO THE POINT OF BEGINNING.

INDEXING INSTRUCTIONS: LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 9 SOUTH, RANGE 6 EAST, LEE COUNTY, MISSISSIPPI, AND CONTAINING 295.50 S.F. (0.006 ACRE) MORE OR LESS.

and as depicted in Exhibit "A" attached hereto.

WITNESS THE SIGNATURE of Grantors' on this the _____ day of

_____, 2020.

CHANCERY
COURT

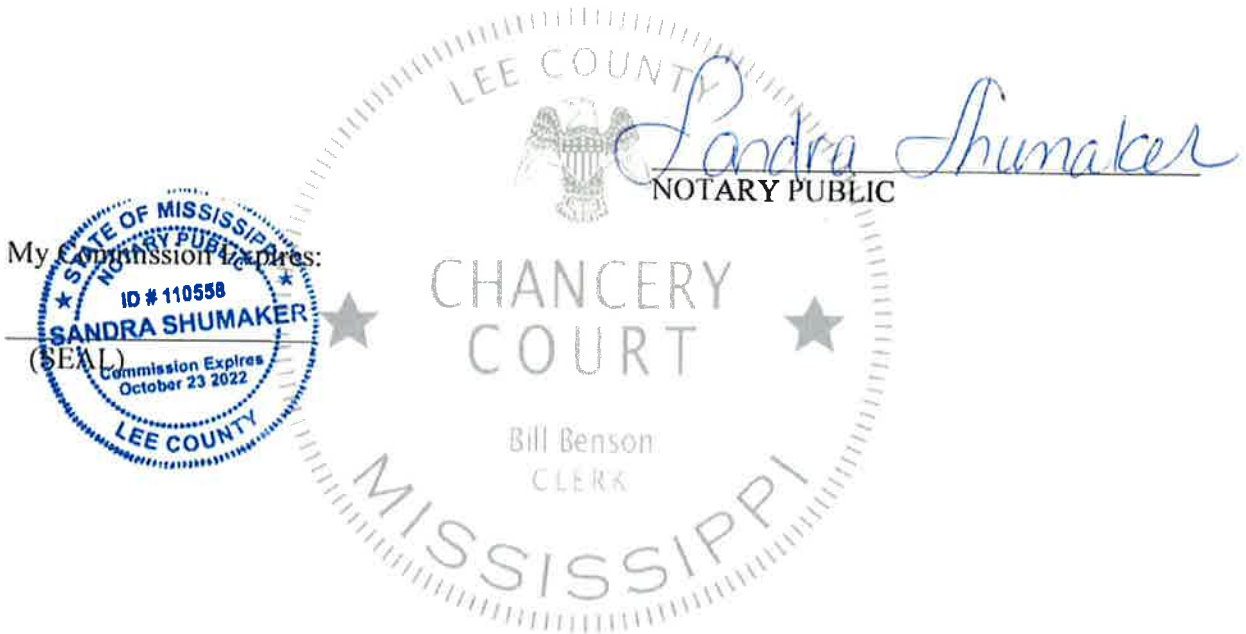
R.B. LESLEY COMPANY, LLC

Bill Benson
CLERK


BY: Rob Lesley

STATE OF MISSISSIPPI
COUNTY OF LEE

BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, on the
10th day of July, 2020, personally came and appeared **Rob Lesley**,
representative of R.B. Lesley Company, LLC, and that he signed, executed and delivered the
above and foregoing document.



NORTH PARK STREET

R. B. LESLEY COMPANY

TEMPORARY
CONSTRUCTION
EASEMENT

95'

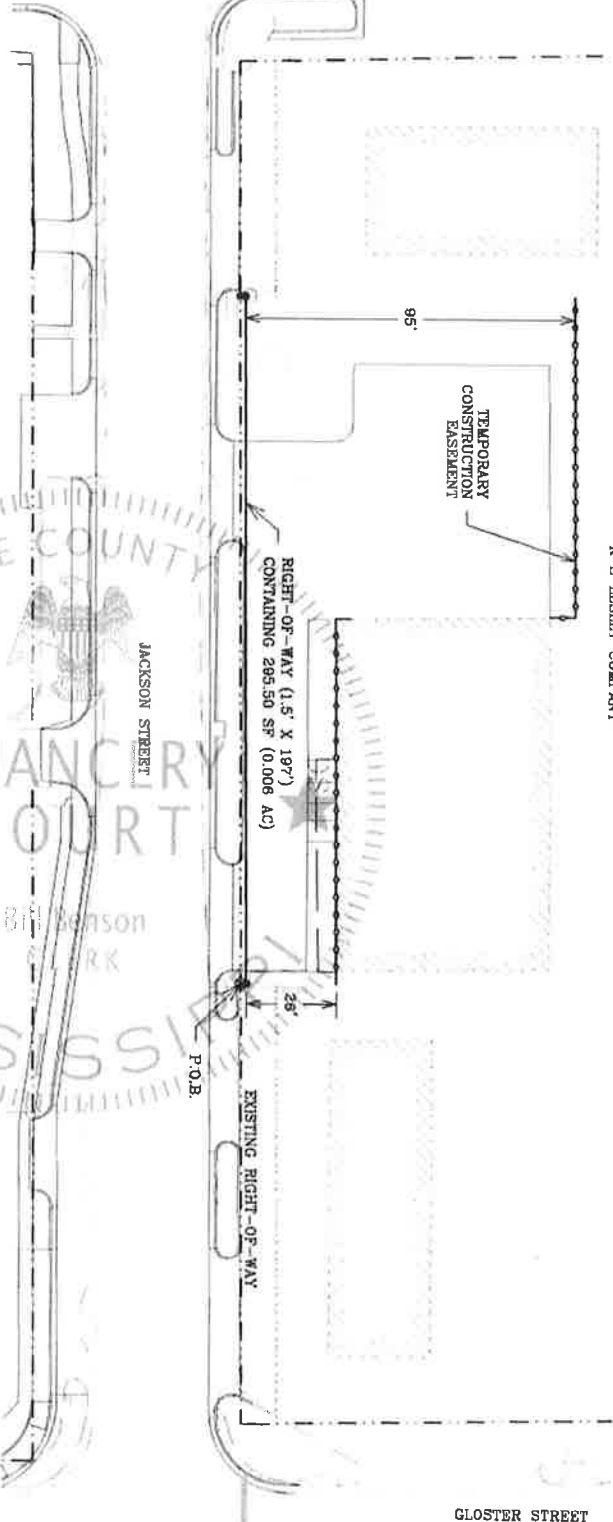
RIGHT-OF-WAY (1.5' X 197')
CONTAINING 295.50 SF (0.006 AC)

JACKSON STREET

P.O.B.

EXISTING RIGHT-OF-WAY

GLOSTER STREET



PROPERTY DESCRIPTION - RIGHT-OF-WAY CONVEYANCE FROM R.B. LESLEY COMPANY TO THE CITY OF TOPELO, MISSISSIPPI - LEE COUNTY MISSISSIPPI

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST JACKSON STREET WITH THE WEST LINE OF GLOSTER STREET (MS HWY. 145); THENCE RUN WEST ALONG THE NORTH LINE OF JACKSON STREET FOR A DISTANCE OF 126.22 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF R.B. LESLEY COMPANY PROPERTY AS DESCRIBED IN INSTRUMENT NUMBER 2014011980 OF THE LEE COUNTY CHANCERY CLERKS OFFICE; AND THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG THE NORTH LINE OF WEST JACKSON STREET FOR A DISTANCE OF 197.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE RUN NORTH ALONG THE WEST LINE OF SAID PROPERTY FOR A DISTANCE OF 1.5 FEET TO A POINT THAT IS 26.5 FEET FROM THE CENTERLINE OF WEST JACKSON STREET; THENCE RUN EAST AND PARALLEL TO THE NORTH LINE OF SAID STREET FOR A DISTANCE OF 197.00 TO A POINT ON THE EAST LINE OF SAID R.B. LESLEY PROPERTY TO A POINT THAT IS 26.5 FEET FROM THE CENTERLINE OF SAID STREET; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID PROPERTY TO THE POINT OF BEGINNING.

INDEXING INSTRUCTIONS: LYING AND BEING IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 8 SOUTH, RANGE 8 EAST, LEE COUNTY, MISSISSIPPI, AND CONTAINING 295.50 S.F. (0.006 ACRE), MORE OR LESS.

LEGEND

- ⊗ POINT OF BEGINNING
- POINT



TEMPORARY CONSTRUCTION
EASEMENT
R. B. LESLEY COMPANY

NO.	REVISION
1	ISSUED FOR PERMITTING
2	ISSUED FOR RECORD

DATE: 07/15/2014
DRAWN BY: J. B. LESLEY
CHECKED BY: J. B. LESLEY
SCALE: AS SHOWN