

MINUTES - PETAL, MISS.

There being no further business, the meeting was ordered adjourned on this the 19th day of April A. D., 1977.

Ulmer Byrd
ULMER BYRD, MAYOR

(SEAL)

ATTEST:

Susan B. Smith
Susan B. Smith, City Clerk

BE IT REMEMBERED that there was begun and held a special meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi, at 12:00 P. M., Tuesday, April 26, 1977, pursuant to call by the Mayor and serving of notice thereof by the Chief of Police on five (5) of the Aldermen three (3) hours prior to the time set for the meeting.

- Those present: Mayor Ulmer Byrd
- City Attorney: Thomas W. Tyner
- Aldermen: W. H. Clearman
Mitchell Curry
George B. Draughn
A. L. Henderson, Jr.
Charles A. Sumrall
- Chief of Police: B. R. Wallace

Mayor Byrd then declared a quorum was present and declared the special City Council meeting in session.

WHEREAS, Thomas Tyner read the following Notice of Special Meeting, with the return of the Chief of Police thereon, which read as follows; to-wit:

NOTICE OF SPECIAL MEETING

Please be advised that a special meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi, will be held at 12:00 o'clock P. M. on Tuesday, April 26, 1977, at the Mayor's office in the City Hall for the purpose of adopting a resolution permitting the City of Petal to enter into a lease agreement for the lease of certain property for recreational purposes from the great South Fairgrounds, and to rescind the resolution authorizing the Mayor and City Clerk of the City of Petal, Mississippi, to lease certain property from Great South Fairgrounds, a non-profit corporation, for recreational purposes.

/s/ Ulmer Byrd
Ulmer Byrd, Mayor

CHIEF of POLICE's RETURN

I, B. R. Wallace, Chief of Police of the City of Petal, Mississippi, do hereby certify that more than three hours prior to the time set for said special meeting, I did hereby personally serve upon the following Aldermen, a true and correct copy of this Notice of Special Meeting.

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/s/ Billy R. Wallace
Billy R. Wallace, Chief of Police
City of Petal Police Department

/s/ A. L. Henderson, Jr.

/s/ George B. Draughn

/s/ W. H. Clearman

/s/ Charles A. Sumrall

/s/ Mitchell Curry

WHEREAS, Mr. Tyner read the following resolution and lease:

RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK OF THE CITY OF PETAL, MISSISSIPPI, TO
LEASE CERTAIN PROPERTY FROM GREAT SOUTH
FAIRGROUNDS, A NON-PROFIT CORPORATION
FOR RECREATIONAL PURPOSES

WHEREAS, the City of Petal, Mississippi, is desirous of
and has need of certain real property within the City of Petal,
Mississippi, to provide recreation facilities for its citizens
and,

WHEREAS, Great South Fairgrounds, a non-profit corpora-
tion, has offered to lease certain real property to the City
of Petal, Mississippi, in exchange for a reasonable rental, for
a period of ten (10) years; and,

WHEREAS, the premises to be leased and the rental to be
charged, and the terms and conditions of the said Lease between
Great South Fairgrounds, a non-profit corporation, and the City
of Petal, Mississippi, a Municipal corporation, are set forth
as Exhibit "A", and attached hereto, and made a part hereof,
and the terms and conditions of said Lease are found to be
reasonable and proper;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of
Aldermen of the City of Petal, Mississippi, that the Mayor and
City Clerk of the City of Petal, Mississippi, be authorized to
execute that certain Lease Agreement attached hereto as Exhibit
"A", binding the City of Petal, Mississippi, to abide by the
terms and provisions therein set forth.

* * * * *

STATE OF MISSISSIPPI

COUNTY OF FORREST

THESE ARTICLES OF AGREEMENT AND LEASE made and entered
into in duplicate by and between Great South Fairgrounds, a
non-profit corporation, hereinafter referred to as Lessor, and
the City of Petal, Mississippi, a Municipal corporation, herein-
after referred to as Lessee:

WITNESSETH:

The Lessor, in consideration of the rents and covenants
hereinafter contained, and by said Lessee to be paid and performed,
does hereby grant, demise and lease to said Lessee, the premises
and improvements lying and situated in Forrest County, Mississippi,

and being more particularly described as follows: to wit:

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A part of the NW¼ of Section 2, T4N, R13W, Forrest County, Mississippi, more particularly described as commencing at the NE corner of the NW¼, said section, township and range, and run thence West along the North boundary line of said section for a distance of 637.4 feet, run thence South for a distance of 126 feet to a point on the East and/or Southeast right of way line of U. S. Highway No. 11, run thence Southwesterly and along the East and/or Southeast right of way line of said Highway No. 11 a distance of 650' and thence run South 44 degrees 32 minutes East for a distance of 300 feet to and for the point of beginning; and from said point of beginning South 44 degrees 32 minutes East for a distance of 662' to a point on the West and/or Northwest right of way line of the New Orleans and Northeastern Railroad, thence run in a Southwesterly direction and along the West and/or Northwest right of way line of said railroad for a distance of 1815' to a point on the Southwest right of way or easement line of the Mississippi Power Company's high voltage line, thence run in a Northwesterly direction and along the Southwest right of way and/or easement line of said Mississippi Power Company's high voltage line for a distance of 1680' thence continue in a Northwesterly direction and along said right of way and/or easement line of said Mississippi Power Company's high voltage line for a distance of 345 feet to a point on the East and/or Southeast right of way line of U. S. Highway No. 11, thence run in a North-easterly direction and along the east and/or Southeast right of way line of said U. S. Highway No. 11 for a distance of 413.2', thence run South 44 degrees 27 minutes East for a distance of 300' and thence run North 50 degrees 5 minutes East a distance of 500' to the point of beginning.

The term of this Lease shall be for a period of ten (10) years, said term commencing on the 1st day of May, 1977, and ending on the last day of April, 1987.

That the Lessee covenants and agrees to pay to said Lessor, as rent for said premises for the said term, a sum equal to the total amount of the annual taxes assessed against said premises in the preceding calendar year, by Forrest County, the State of Mississippi, the City of Petal, and the Petal Municipal Separate School District, added to the sum of \$10.00, on or before the 10th day of May, of each and every year, beginning on or before the 10th day of May, 1977.

It is further agreed between the parties hereto, as follows, to-wit:

FIRST: That Lessee shall have the exclusive use and occupancy of the premises presently located and situated on the herein demised and leased premises, with the exception herein-after set forth.

SECOND: That Lessee has examined the premises and is satisfied with the conditions thereof and taking possession thereof shall be conclusive evidence of Lessee's receipt of the premises in good order and repair.

THIRD: That Lessee agrees to make no addition, alteration, or improvement, to the improvements located and situated on the demised and leased premises, without the prior written permission of the Lessor. All additions, alterations, and improvements on said real property shall be the property of the Lessee, provided said Lessee can remove said improvements without damage to the preexisting improvements belonging to

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the Lessor.

FOURTH: That in the event Lessee makes any addition, alteration, or improvement to the structures presently situated and located on the demised and leased premises without the written permission of the Lessor, the Lessor may, at its option, require the Lessee to restore the premises to its former condition. Should the Lessee fail or refuse to make such restoration within thirty (30) days after being notified in writing, to do so, the Lessor may restore the premises and the Lessee shall reimburse Lessor for the total cost thereof.

FIFTH: That Lessee shall be responsible for the maintenance and the upkeep of the demised premises and improvements thereon. The Lessee shall also be responsible for the necessary repairs thereto caused by ordinary wear and tear, or by the Lessee's acts or neglect. Damage to the structure caused by the Lessee's acts or neglect shall be immediately repaired by the Lessee at his own expense, and should Lessee fail to make such repairs within thirty (30) days after the damage occurs, Lessor may make the necessary repairs and the Lessee shall reimburse the Lessor for the total costs thereof. The Lessee's obligation to perform this covenant shall survive the expiration or termination of this Lease.

SIXTH: That Lessee shall pay all water, electricity, gas, and other utility charges arising out of the operation of the leased and demised premises, except for those utility expenses incurred under the reservation hereinafter set forth.

SEVENTH: The Lessor shall pay the ad valorem taxes, both City, County, State, and Municipal Separate School District, on the leased premises.

EIGHTH: That Lessee shall not sub-lease all or any portion of the leased premises, nor shall Lessee assign this Lease in whole or in part without the prior written consent of the Lessor.

NINTH: That Lessor hereby warrants and agrees to defend the title to said leased premises, should said title be challenged.

TENTH: That Lessee, on performing the covenants contained in this Lease, may peaceably and quietly have, hold, and enjoy the leased premises during the term of this Lease, subject to the reservation hereinafter set forth.

ELEVENTH: That risk of loss to any of the improvements located on the demised premises, shall be born by the Lessee.

TWELFTH: That Lessee shall be responsible for any claims for damages or injuries resulting from the use of the demised premises or the recreational facilities thereon, and covenants to hold harmless Lessor for any claims for injuries or damages arising out of the use of the demised premises or recreational

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facilities thereon.

IT IS AGREED AND UNDERSTOOD by and between Lessor and Lessee, that Lessor reserves to itself, and its assigns, the right to take possession and to use the demised premises for the purpose of staging circuses, fairs, and other similar activities.

IT IS FURTHER AGREED AND UNDERSTOOD by and between Lessor and Lessee that Lessor reserves to itself and its assigns, an option to rescind this instrument and Lessee covenants to vacate the demised premises within ninety (90) days after receipt of a written notice from Lessor that the lease is being rescinded. However, Lessor covenants to Lessee that should Lessor exercise its option to rescind the lease, Lessor will reimburse Lessee for any improvements made by Lessee during the term of the lease remaining at the time the option is exercised.

IT IS FURTHER AGREED AND UNDERSTOOD by and between Lessor and Lessee, that Lessor reserves to itself, and its assigns, from the lease, that major structure on the demised premises known as "Main Exhibit Building", said building consisting of approximately 5,000 - 7,000 sq. ft., and that said building constitutes no part of the aforescribed demised premises. However, Lessor solely within its discretion will allow Lessee the use of the major structure, known as the "Main Exhibit Building", upon fifteen days written notice to Lessor of Lessee's desire to use same, subject to Lessee's covenant to hold harmless Lessor and to indemnify Lessor for any claims for injuries or damages resulting from the use by Lessee of the major structure known as, "Main Exhibit Building".

WITNESS THE SIGNATURES of the Lessor and Lessee, by and through their respective representatives on this, the 17th day of April, A. D., 1977.

GREAT SOUTH FAIRGROUNDS,
A Non-profit Corporation

BY: /s/ H. E. Jackson
H. E. Jackson, President

CITY OF PETAL, MISSISSIPPI

BY: /s/ Ulmer Byrd
Ulmer Byrd, Mayor

ATTEST:

/s/ Susan B. Smith
Susan B. Smith, City Clerk

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THEREUPON, after discussion Mayor Byrd stated that this will be taken under advisement until the next council meeting. Mayor Byrd appointed a committee composed of Mitchell Curry and A. L. Henderson to obtain quotations on insurance for aforesaid property and report at the next council meeting. Mayor Byrd also suggested that the Aldermen might take a personal surveillance of the property.

There being no further business, Alderman Clearman made a motion that the meeting be adjourned. The motion was seconded by Alderman Henderson.

Those present and voting "Aye":

Alderman W. H. Clearman
Alderman Mitchell Curry
Alderman George B. Draughn
Alderman A. L. Henderson, Jr.
Alderman Charles A. Sumrall

Those present and voting "Nay":

None

There being no further business, the special meeting was ordered adjourned on this the 26th day of April A. D., 1977.

Minutes approved on the 3rd day of May, A. D., 1977.

BE IT REMEMBERED that there was begun and held a regular meeting of the Mayor and Board of Aldermen of the City of Petal, Mississippi, on May 3, 1977, at 7:30 P. M., in the Mayor's office in the City Hall.

Those Present: Mayor Ulmer Byrd
City Attorney: Thomas W. Tyner
Aldermen: Mitchell Curry
A. L. Henderson, Jr.
W. H. Clearman
George Draughn

Others Present: Lee Shelbourn

Mayor Byrd declared a quorum was present and declared the City Council in session.

The invocation was offered by A. L. Henderson, Jr.

The minutes of the meeting held April 19, 1977, were read by Susan B. Smith.

THEREUPON, Alderman Clearman made a motion to adopt the minutes as read.

Alderman Henderson seconded the motion.

Those present and voting "Aye":

ALL

Those present and voting "Nay":

NONE

The minutes of the Special Meeting held April 26, 1977, were read by Susan B. Smith.

THEREUPON, Alderman Henderson made a motion to adopt the minutes of the Special Meeting with the following amendment:

Paragraph 6 should read to state the following:

THEREUPON, After discussion Mayor Byrd stated

that this will be taken under advisement until the next council meeting.