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September 29, 2020

**FILED**  
MADISON COUNTY

**SEP 30 2020**

**RONNY LOTT, CHANCERY CLERK**  
BY: *Rita Cayanto* D.C.

**Delivery Via Personal Courier:**

Honorable Ronny Lott  
Chancery Clerk  
Madison County, Mississippi  
146 W Center St, Canton, MS 39046  
Canton, Mississippi 39046

**Re: Alliance Agreement for a New Regional Economic Development Alliance and Project Sponsored by Madison County, the City of Canton, Canton Municipal Utilities and the Madison County Economic Development Authority, for Recordation with the Office of the Chancery Clerk of Madison County, Mississippi, pursuant to Section 57-64-23(3) of Mississippi’s Regional Economic Development Act**

Dear Mr. Lott:

Please find enclosed herewith a copy of the Regional Economic Development Act Alliance Agreement (the “Alliance Agreement”) submitted on behalf of **Madison County, Mississippi, the City of Canton, Mississippi, Canton Municipal Utilities and the Madison County Economic Development Authority** (the “County,” the “City,” “CMU,” and “MCEDA,” respectively) for filing with your office pursuant to Mississippi’s Regional Economic Development Act codified as Section 57-64-23(3) of the Mississippi Code of 1972, as amended (the “REDA”).

The enclosed Alliance Agreement was approved by the County Board of Supervisors on July 20, 2020, by the City Board of Aldermen on July 21, 2020, by the CMU Board on July 21, 2020, and by the MCEDA Board on May 14, 2020, in connection with a new alliance proposed to be formed by the County, the City, CMU and MCEDA pursuant to the REDA and the joint development by such alliance (the “Alliance”) of the new Madison County Megasite industrial park (the “Project”). In accordance with Section 57-64-9 of the REDA, a copy of the associated REDA application was properly submitted to the Mississippi Development Authority (the “MDA”) for approval and, on July 31, 2020, the MDA issued a Certificate of Public Convenience and Necessity in connection with the Alliance and the Project (a copy of which is enclosed). As required by Section 57-64-23(2) of the REDA, the Mississippi Attorney General approved the Alliance Agreement on September 29, 2020. A copy of such approval by the Mississippi Attorney General is also enclosed.

On behalf of the County, the City, CMU and MCEDA I respectively ask that your office please accept and file the enclosed Alliance Agreement in manner prescribed by Section 57-64-23(3) of the REDA. To the extent that you or others with office have any questions about the enclosed Alliance Agreement or need any additional information with respect thereto, please call or email me (601.506.9810 / cpace@joneswalker.com) anytime.

{JX444681.1}

I have also enclosed a copy of the Alliance Agreement marked "COPY" and ask that you please stamp or otherwise mark such copy to denote that it has been received by, and filed in, your office in accordance with Section 57-64-23(3) of Mississippi's Regional Economic Development Act and please indicate the date of such receipt. Please then mail the stamped and dated copy back to me using the enclosed self-addressed envelope.

Sincerely,



Christopher S. Pace

CSP/jb  
Enclosures



*Lynn Fitch*  
ATTORNEY GENERAL  
OPINIONS AND POLICY

September 29, 2020

Christopher S. Pace, Esq.  
Counsel, Madison County Economic Development Authority  
190 East Capitol Street, Suite 800  
Jackson, Mississippi 39201

Re: Regional Economic Development Act Agreement among Madison County,  
the City of Canton, the Canton Municipal Utility Commission, and MCEDA

Dear Mr. Pace:

Pursuant to Mississippi Code Annotated Section 57-64-23(2), Regional Economic Development Act (“REDA”) agreements shall be “submitted to the Attorney General of this state who shall determine whether the agreement is in proper form and compatible with the laws of this state.” On August 6, 2020, the Mississippi Attorney General’s Office received your request to review the above-referenced agreement. However, your request was not complete until we received the required meeting minutes of the participating governing boards on September 10, 2020.

Our office has reviewed the REDA agreement and has found that it is in proper form and is compatible with the laws of this state, specifically those found in Sections 57-64-1 *et seq.*

The duration of the agreement may exceed the terms of participating governing boards. Any contract that extends beyond the term of the governing board(s) without express statutory authority is voidable at the discretion of the successors. *See Northeast Mental Health-Mental Retardation Comm’n v. V.M. Cleveland*, 187 So. 3d 601 (Miss. 2016).

Do not hesitate to contact our office should you require anything further in this regard.

Sincerely,

*/s/ Phil Carter*

Phil Carter  
Special Assistant Attorney General

**REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT  
MADISON COUNTY MEGASITE PROJECT**

This Regional Economic Development Act Alliance Agreement - Madison County Megasite Project (this "Agreement") is made and entered into effective as the date specified in Section 11 hereof, by and between Madison County, Mississippi, acting by and through its Board of Supervisors (the "County"), the City of Canton, acting by and through its Mayor and Board of Aldermen (the "City"), Canton Municipal Utilities ("CMU"), acting by and through its Board of Commissioners, and the Madison County Economic Development Authority, acting by and through its Board of Directors ("MCEDA" and together with the County, the City and CMU, each a "Party" and collectively, the "Parties").

**RECITALS:**

A. **WHEREAS**, all references herein to the "Code" shall mean the Mississippi Code of 1972, as amended;

B. **WHEREAS**, MCEDA was authorized by, and formed by the County in accordance with, Chapter 947, Local and Private Laws of 1979 (Senate Bill No. 3040), as since amended (the "MCEDA Act");

C. **WHEREAS**, the MCEDA Act describes the corporate purpose of MCEDA as "an essential governmental function" and a "public purpose," and provides that the members of the governing body of MCEDA must subscribe to the oath of all public officers except judges and legislators, that such members may be compensated for travel expenses; that public purchasing laws must be followed, and that the County levy and pledge ad valorem taxes in support of MCEDA and certain debt obligations thereof;

D. **WHEREAS**, CMU is a public utility commission authorized by, and instituted by the City, in accordance with, Code section 21-27-11 *et seq.* (the "Municipally Owned Utilities Laws");

E. **WHEREAS**, given such provisions of the MCEDA Act and the Municipally Owned Utilities Laws, MCEDA and other such economic development authorities established pursuant to Local and Private Laws containing such provisions, as well as CMU, respectively, each constitute a "political subdivision" of the State of Mississippi (the "State") as such term is defined in such sections of the Code as Section 11-46-1(i) and Section 31-21-3, and as further contemplated by the Office of the Attorney General of the State in its opinion to Thomas D. Bourdeaux, dated May 16, 1990;

F. **WHEREAS**, the Regional Economic Development Act (the "RED Act"), cited as Code Section 57-64-1 *et seq.*, permits political subdivisions of the State, such as MCEDA and CMU, to be a party to a regional economic development alliance formed in accordance with the RED Act;

G. **WHEREAS**, the Board of Supervisors of the County is the duly elected and serving governing body of the County;

H. **WHEREAS**, the Mayor and Board of Aldermen of the City are the duly elected and serving governing body of the City;

I. **WHEREAS**, the Board of Commissioners of CMU is the duly appointed and serving governing body of CMU;

J. **WHEREAS**, the Board of Directors of MCEDA is the duly elected and serving governing body of MCEDA;

K. **WHEREAS**, pursuant to the provisions of the RED Act, local government units (such as each of the Parties), in order to make the most efficient use of their powers and resources, may cooperate and contract with one another for mutual advantage to share the costs of, and revenues derived from, a project and to, among other things, issue general obligation bonds to finance a project and provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and economic development of the local government units;

L. **WHEREAS**, the RED Act provides that local governmental units of the State may, in connection with a "project" as defined by the RED Act, contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by each local governmental unit individually;

M. **WHEREAS**, each of the Parties hereto desires to enter into this Agreement, pursuant to the RED Act and in accordance with other applicable Code sections, in order to set forth the respective duties and obligations of each Party in connection with the development of the Project (as hereinafter defined);

N. **WHEREAS**, in 2019, MCEDA acquired a substantial portion of, and otherwise has an option to purchase the remaining portions of, the approximately 1,028 +/- acres of real property located at the intersection of Highway 22 and Nissan Parkway commonly known as the "Madison County Megasite" (the "Megasite") in order to be able to market and provide a desirable location for, and to better attract, quality industrial and other commercial enterprises to invest in the County and to create new and better job opportunities for the citizens of the City and the County;

O. **WHEREAS**, to maximize its suitability for, and attractiveness to, quality industrial or other commercial tenants or occupants that are capable of making significant investments in the County and creating new and better quality job opportunities for the citizens of the City and the County, the Parties desire that :

(1) MCEDA acquire all or significant portion of the remaining portion of the Megasite property that is not already owned by MCEDA (the "Property Acquisition Project");

(2) any Megasite property, whether now owned by MCEDA or subsequently acquired thereby, be prepared for future industrial or other commercial development thereon, including without limitation, the performance of any desirable clearing, grubbing and grading

site preparation work (collectively, the "Site Preparation Project");

(3) the requisite public road improvements that will serve the Megasite and the surrounding vicinity, whether constructed or installed upon the Megasite or otherwise, be promptly constructed and installed, including, without limitation, a new industrial access road(s) upon the Megasite property and intersection improvements connecting such new public road(s) with Highway 22 (collectively, the "Public Roads Project"); and

(4) the requisite public utility infrastructure improvements that will serve the Megasite and the surrounding vicinity, whether constructed or installed upon the Megasite or otherwise, be promptly constructed and installed, including, without limitation, natural gas, water and waste water utility improvements (e.g., new natural gas lines, water lines, new waste water lines, a new elevated water tank and one or more new water wells) (collectively, the "Public Utilities Project");

**P. WHEREAS**, as used herein, the term "Project" or "Megasite Project" shall collectively mean the Property Acquisition Project, the Public Roads Project and the Public Utilities Project, and to the extent that any funds are available therefor, the Site Preparation Project;

**Q. WHEREAS**, the total expenditures required for the acquisition and development of the Project, and the construction and installation of Project-related public infrastructure improvements, will total approximately Twenty Million Dollars (\$20,000,000) or more, which aggregate amount includes, but is not limited to, the costs to acquire the land (namely the remaining Megasite property not already owned by MCEDA and any rights-of-way or easements needed for public improvements to serve the Megasite), due diligence costs such as boundary surveys, environmental assessments, endangered species assessments, wetlands mitigation studies, cultural resource studies, property appraisals, soil borings and other engineering activities, public infrastructure such as water, waste water, natural gas and other utilities, roadway improvements, the acquisition of fire-fighting vehicles and equipment and various other costs (e.g., clearing, grubbing and grading) included in the definition of "cost of project" as such term is defined in Code Section 57-64-7 (collectively, the "Project Costs");

**R. WHEREAS**, in order to finance a significant portion of the Project Costs, the County desires to issue new, general obligation bonds of the County pursuant to Code Sections 19-9-1 through 19-9-31 and 57-64-15, from which up to Eleven Million Dollars (\$11,000,000) of the sale proceeds therefrom may be utilized by the parties hereto to funds Project Costs (the "County Bonds");

**S. WHEREAS**, in order to finance another significant portion of the Project Costs (principally road and utility improvement costs), the County has applied to the Mississippi Development Authority ("MDA") for one or more grants in the maximum principal amount of up to Nine Million Dollars (\$9,000,000) (collectively the "State Grant", and together with the County Bonds, the "Project Funds");



T. **WHEREAS**, subject to the terms and conditions of this Agreement and regardless of which Party provides or otherwise procures the funding therefor, each of the Parties desires that MCEDA own title to the real property comprising the Megasite, that any public roads located upon the Megasite be part of the County's road system and therefor subject to maintenance and repair by the County, and that any water, sewer and natural gas utility infrastructure, including without limitation, new water lines, sewer lines, natural gas lines, water wells and water tanks, be owned by CMU or the City for the benefit of CMU, as applicable and in accordance with applicable law;

U. **WHEREAS**, the Parties have recognized a need to develop the Project in the County in order to attract new capital investment to the County, and generate new and better job opportunities for the citizens of the City, the County and surrounding region;

V. **WHEREAS**, pursuant to the RED Act and subject to certification by MDA, the Parties have determined the Project will promote economic development and ultimately assist in the creation of new and better quality jobs for the citizens of the City and the County, and therefore it constitutes a "project" for purposes of the RED Act;

W. **WHEREAS**, the Parties desire to enter into this Agreement to set forth the various rights, responsibilities and duties of each Party and to set forth the terms and conditions for the development and operation of the Project;

X. **WHEREAS**, it is in the best interests of the County and its citizens that the County enter into and execute the Agreement;

Y. **WHEREAS**, it is in the best interests of the City and its citizens that the City enter into and execute the Agreement;

Z. **WHEREAS**, it is in the best interests of the members of CMU and its constituents that CMU enter into and execute the Agreement; and

AA. **WHEREAS**, it is in the best interests of the members of MCEDA and its constituents that MCEDA enter into and execute the Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE COUNTY, THE CITY, CMU AND MCEDA, THE COUNTY, THE CITY, CMU AND MCEDA DO HEREBY AGREE AS FOLLOWS:**

**SECTION 1.** Duration. This Agreement shall be in force and effect unless and until terminated in accordance with the provisions of Section 6 hereof.

**SECTION 2.** Purpose. The purpose of this Agreement is to define the respective responsibilities of the Parties with respect to the Project.

**SECTION 3. Organization; Statutory Authority.** The alliance formed by the Parties pursuant to this agreement (the "Alliance") shall be governed by the County Board of Supervisors (the "Alliance Board"). The Alliance Board shall have any and all powers granted unto it under and pursuant to the RED Act. The Alliance Board shall take action in the same manner and in accordance with the same procedures established for the County Board of Supervisors such that any action, approval or other decision required to be taken or made by the Alliance Board in accordance herewith or applicable law shall be deemed to have taken or made if taken or made by the County Board of Supervisors. The County, City, CMU and MCEDA are authorized by the RED Act, the MCEDA Act, the Municipally Owned Utilities Laws and by Title 19 and Title 21 of the Code to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. The County shall submit, on behalf of the County, the City, CMU and MCEDA, an application to the Mississippi Development Authority for a certificate of public convenience and necessity authorizing the creation of the Alliance in connection with the Project.

**SECTION 4. Financing, Staffing and Supplying.**

(a) *Financing Generally.* The Alliance shall be financed as a joint undertaking of the County, the City, CMU and MCEDA in accordance with the terms and conditions of this Agreement. All of the Project Costs shall be paid by the County using the Project Funds or any other funds of the County from any source that may be expended for such purpose. At, and subject to, the direction of the Alliance Board, the County shall:

(i) use the proceeds derived from the sale of the County Bonds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Property Acquisition Project or any portions thereof;

(ii) use the proceeds derived from the sale of the County Bonds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Site Preparation Project or any portions thereof;

(iii) use the Project Funds and/or any other funds of, or that are otherwise made available to, the County or to MCEDA, which may be utilized for such purposes under applicable laws, to fund the Public Roads Project or any portions thereof; and

(iv) use the Project Funds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Public Utilities Project or any portions thereof.

(b) *CMU's Conditional Contribution.* In addition to the preceding sources and uses of Project Funds, CMU hereby agrees to fund a portion of the Public Utilities Project, in accordance with, and subject to, the following terms and conditions. A portion of the Public Utilities Project is comprised of the construction and installation of (1) a new natural gas distribution loop feed, (2) a new water well



and (3) a new 16 inch water line for fire protection purposes (collectively the “CMU Participation Facilities”), which will be constructed and installed, in large part, outside of the Megasite property but which are necessary to, among other benefits, serve natural gas and fire protection water to the Megasite and its tenants/occupants. To the extent that the costs to construct such CMU Participation Facilities exceeds Two Million Eight Hundred Sixty Thousand Dollars (\$2,860,000) in the aggregate, CMU shall provide to the County up to Nine Hundred Twenty Thousand Dollars (\$920,000) for the sole purpose of funding those costs of the CMU Participation Facilities incurred by the County in accordance with Section 4(a)(iv) above, which exceed Two Million Eight Hundred Sixty Thousand Dollars (\$2,860,000) in the aggregate. By way of example, if the aggregate costs of the CMU Participation Facilities ultimately totals Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000), CMU’s funding obligation would be only Three Hundred Ninety Thousand Dollars (\$390,000) (*i.e.*, \$3,250,000 minus \$2,860,000 = \$390,000). In comparison, if the aggregate costs of the CMU Participation Facilities ultimately totals Four Million Dollars (\$4,000,000), CMU funding obligation would be limited to its maximum funding obligation of Nine Hundred Twenty Thousand Dollars (\$920,000) (*i.e.*, \$4,000,000 minus \$2,860,000 = \$1,140,000 which exceeds \$920,000). In the event that CMU is obligated to provide any such additional funding for the CMU Participation Facilities in accordance with this section, such funds shall be provided from any funds of, or that are otherwise made available to, CMU, which may be utilized for such purposes under applicable laws. Further, in order to receive any such conditional funds from CMU, the County shall provide CMU with either (i) a copy of the construction contract or contracts for the engineering, construction and installation of the CMU Participation Facilities stating the final costs therefor in excess of \$2,860,000, and/or (ii) copies all invoices that have been paid or which are due in payment of the CMU Participation Facilities costs evidencing that the final, total costs therefor have exceeded or will exceed \$2,860,000.

(c) *Other Discretionary Funding.* Notwithstanding the foregoing, (1) MCEDA may, but shall have no obligation to, pay for any Project Costs using any funds of, or that are otherwise made available to, MCEDA, which may be utilized for such purposes under applicable laws; (ii) the City may, but shall have no obligation to, pay for any Project Costs using any funds of, or that are otherwise made available to, the City, which may be utilized for such purposes under applicable laws; (iii) except as otherwise expressly required by Section 4(b) above, CMU may, but shall have no obligation to, pay for any Project Costs using any funds of, or that are otherwise made available to, CMU, which may be utilized for such purposes under applicable laws

(d) *Staffing, Etc.* All of the staffing pertaining to the acquisition, construction, development and/or tenant recruitment for the Project will be provided by MCEDA. The Parties hereby designate and authorize the Alliance Board to confer with, and solicit the advice and recommendations of, MCEDA with respect to the acquisition and development of the Project, and to exercise all powers needed to carry out and assist in such acquisition and development thereof. The County Board of Supervisors shall be responsible for approving all invoices and/or other payment obligations for Project Costs; provided, however, that the Alliance Board may designate one or more officers or employees of one or more Parties to grant such approvals to the extent such invoices and/or other payments are consistent with any such approval granted by the County Board of Supervisors.

**SECTION 5.           Operation of Alliance and the Project.**

(a)     The operation of the Alliance shall be carried out or otherwise directed by the Alliance Board, as described in Section 4 above, this Section 5, and as may be otherwise provided in this Agreement or permitted by the RED Act.

(b)     Notwithstanding the use of proceeds derived from the sale of the County Bonds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Property Acquisition Project or any portions thereof, in accordance with Section 4(a)(i), any and all Megasite property acquired in accordance herewith shall be acquired in the name of, and title shall be held by, MCEDA. Upon completion of the Property Acquisition Project in accordance herewith, MCEDA shall own, operate and maintain such newly acquired Megasite property, and shall continue to own, operate and maintain the portion of the Megasite property previously acquired by MCEDA, in each case until such time that MCEDA, subject to Section 9(a), disposes of any such real property for economic development purposes as permitted by the MCEDA Act.

(c)     Notwithstanding the use of any proceeds derived from the sale of the County Bonds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Site Preparation Project or any portions thereof, in accordance with Section 4(a)(ii), title to any and all site preparation work and other real property improvements to any Megasite property made in accordance herewith as part of any Site Preparation Work shall be held by either (i) MCEDA, if it is the fee owner of the Megasite property upon which such site work is performed or improvements are made, or (ii) the then fee owner of the Megasite property upon which such site work is performed or improvements are made, as applicable.

(d)     At, and subject to, the direction of the Alliance Board, either the County or MCEDA may undertake the design, construction and installation of the Public Roads Project and/or any component thereof, provided that such work shall be nonetheless be funded by either the County using the Project Funds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, pursuant to Section 4(a)(iii) above or any funds of, or that are otherwise made available to, MCEDA, which may be utilized for such purposes under applicable law. Regardless of whether the County or MCEDA undertakes the design, construction and installation of the Public Roads Project or any component thereof, any such newly constructed or installed public roadways and related improvements (*i.e.*, signaling equipment, signs, etc.), together with any rights-of-way or easements required therefor, shall, upon completion thereof, be public roads and part of the County's public road system.

(e)     The County shall undertake the design, construction and installation of the Public Utilities Project and/or any components thereof, including without limitation, the CMU Participation Facilities, using the Project Funds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, pursuant to Section 4(a)(iv) above, and, if applicable, funds from CMU provided in accordance with, but subject to, Section 4(b)

above.

**SECTION 6. Termination; Disposition of Property.** This Agreement shall terminate only upon the mutual written agreement of the Parties hereto. There will be no real or personal property owned by the Alliance. Subject to Section (a), MCEDA may dispose of any Megasite property for economic development purposes as permitted by the MCEDA Act or as otherwise prescribed by this Agreement (*e.g.*, the conveyance to the County of any right-of-way easement necessary for the Public Roads Project or the conveyance of any such property or any right-of-way or easement interest therein for purposes of the Public Utilities Project).

**SECTION 7. Amendment.** This Agreement may be amended at any time by the mutual consent of the Parties evidenced by a written agreement entered into pursuant to the provisions of the RED Act; provided, however, that the County and MCEDA may amend this Agreement in the same such manner (*i.e.*, in writing and pursuant to the provisions of the RED Act) without the consent of the City or CMU solely to the extent that such amendment in no way imposes any adverse obligations (either monetary or non-monetary obligations) on the City or CMU.

**SECTION 8. Administration of Issuance of the County Bonds.** The County shall issue and administer the County Bonds in accordance with the RED Act and other applicable laws, subject to Section 4 hereof.

**SECTION 9. Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.** Subject to Sections 4, 5 and 6 hereof,

(a) all real property comprising the Megasite shall be acquired, held and disposed of by MCEDA; provided, however, that following the issuance of the County Bonds by the County, (i) MCEDA shall, upon the sale thereby of any Megasite property acquired using any of the proceeds of the County Bonds, promptly remit to the County any cash sale proceeds derived by MCEDA from such sale, and (ii) the County shall use such cash sale proceeds received from MCEDA in accordance with this Section 9 to fund regularly scheduled principal and interest payments due on the County Bonds or to otherwise prepay all or a portion of the then outstanding principal balance due on the County Bonds. Notwithstanding the foregoing, MCEDA shall have no further obligations to the Board of Supervisors and the County under this Section 9 following the maturity of, and repayment in full of all outstanding principal and interest due on, the County Bonds.

(b) all site preparation work and other improvements made upon any Megasite property owned by MCEDA shall be acquired, held and disposed of by MCEDA;

(c) to the extent that any road improvements are constructed upon any portion of the Megasite property owned by MCEDA as part of the Public Roads Project, MCEDA shall convey to the County any road right-of-way easements upon such property as may be necessary therefor. Further, to the extent that MCEDA undertakes the design, construction and installation of the Public Roads Project or any component thereof, upon completion thereof, MCEDA shall dedicate and convey any and all such

public roadways and related improvements (*i.e.*, signaling equipment, signs, etc.), together with any rights-of-way or easements acquired thereby for such road improvements, to the County, which shall accept such dedication and conveyance of such road improvements from MCEDA as a public road and part of the County's public road system. Without limiting the foregoing, the County shall be responsible for maintaining and repairing any public roads constructed as part of the Public Roads Project in accordance herewith, whether or not such public roadways are located on the Megasite property;

(d) to the extent that any utility improvements are constructed upon any portion of the Megasite property owned by MCEDA as part of the Public Utilities Project, MCEDA shall convey to the County, or to CMU or to the City for the benefit of CMU, as applicable and in accordance with applicable law, any Megasite property or right-of-way easement interests therein as may be necessary for such utility improvements. Upon completion by the County of the Public Utilities Project and/or any components thereof (*e.g.*, new natural gas, water or waste water utility improvements, including, without limitation, new natural gas lines, new water lines, new waste water lines, a new elevated water tank and one or more new water wells), the County shall convey or otherwise transfer such utility improvements, together with any rights-of-way or easements or other real property interests acquired by the County in a connection therewith, to CMU or to the City for the benefit of CMU, as applicable and in accordance with applicable law, which utility improvements shall, following such conveyance and transfer, be operated and maintained, or caused to be operated and maintained, by CMU to serve the Megasite and its tenants and occupants, as well as the surrounding areas, as part of the municipally owned utility systems controlled, operated and maintained by CMU;

(e) without limiting CMU's rights prescribed by Section 4(b), the County shall, prior to the commencement of the Public Utilities Project or any component thereof, provide a copy of the design plans and specifications therefor to CMU for its approval to ensure compatibility of each component of the Public Utilities Project with the municipal utility system controlled and managed thereby. Upon its receipt of each such set of design plans and specifications for any component of the Public Utilities Project, CMU shall have fifteen (15) days to approve such design plans and specifications or to notify the County in writing of any objections thereto; provided that any such notice of objections shall state with specificity the nature of each objection and any such objections shall to be limited to design elements or specifications that are reasonably anticipated by CMU to be incompatible with the existing municipal utility system controlled and managed by CMU. In the event that CMU notifies the County of any such qualifying objections, the County and CMU shall promptly cooperate and work together to revise such objectionable design plans and specifications as is necessary to render the associated component of the Public Utilities Project, and the design and specifications thereof, compatible with the existing municipal utility system controlled and managed by CMU. Following the receipt by CMU of any such design plans and specifications from the County provided thereto in accordance with this subsection (e), if CMU does not within such fifteen (15) day period either approve such plans and specifications or notify the County of any objections thereto pursuant to this subsection (e), such plans and specifications shall be deemed by all Parties hereto to be approved by CMU. The City shall also have the right, upon request, to review all plans and specifications for the Public Utilities Project.

(d) without limiting any Party's obligations imposed in Section 9(c) and 9(d) above, each Party hereto shall grant any necessary rights-of-way or easements on any real property, which such Party can grant such rights, to aid in the development of the Project.

**SECTION 10. Revenues from the Project.** Any revenues from the Project shall be allocated in accordance with the laws of the State, including, but not limited to, Title 19, Title 21 and Title 27 of the Code. Notwithstanding any other provision of this Agreement to the contrary, MCEDA shall not be entitled to any revenue from the Project solely by virtue of this Agreement and, instead, shall, subject to Section 9(a) be entitled to only such revenues from the Project that it would be entitled to if were not a Party hereto. CMU shall be entitled to any utility fees payable thereto by any tenant or occupant of the Megasite using water, waste water or natural gas provided thereto by CMU.

**SECTION 11. Effective Date; Approvals; Filing.** This Agreement shall be effective from and after the last to occur of the following: (a) this Agreement has been executed by all Parties hereto, (b) the approval of this Agreement by the Mississippi Attorney General has been obtained, (c) the certificate of public convenience and necessity for the Alliance has been obtained from the Mississippi Development Authority, and (d) this Agreement has been filed with the Chancery Clerk of Madison County, Mississippi and the Mississippi Secretary of State.

**SECTION 12. Miscellaneous.**

(a) *Controlling Law.* This Agreement has been entered into under, and shall be interpreted and construed according to, the laws of the State of Mississippi.

(b) *Severability.* If any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the parties as expressed herein.

(c) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Parties have executed this Regional Economic Development Act Alliance Agreement - Madison County Megasite Project, effective as of the Effective Date, although actually signed on the dates set forth below the respective signatures below.

**MADISON COUNTY, MISSISSIPPI**

By: *Gerald Steen*  
Gerald Steen,  
President, Board of Supervisors

Date: 7/20/20

ATTEST:



ATTEST:

\_\_\_\_\_  
City Clerk  
(SEAL)

**CITY OF CANTON, MISSISSIPPI**

By: \_\_\_\_\_  
William Truly, Jr.,  
Mayor

Date: \_\_\_\_\_

**CANTON MUNICIPAL UTILITIES**

By: \_\_\_\_\_  
Robert C. O. Chinn,  
Chairman, Board Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tammy Price,  
Secretary, Board Commissioners  
(SEAL)

**MADISON COUNTY ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Joseph Deason,  
Executive Director

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned Parties have executed this Regional Economic Development Act Alliance Agreement - Madison County Megasite Project, effective as of the Effective Date, although actually signed on the dates set forth below the respective signatures below.

**MADISON COUNTY, MISSISSIPPI**

By: \_\_\_\_\_  
Gerald Steen,  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

(SEAL)

Date: \_\_\_\_\_

**CITY OF CANTON, MISSISSIPPI**

By: *Fred Esco, Sr.*  
~~William Truly, Jr.~~ Fred Esco, Sr.  
Mayor Pro-Temp.

ATTEST:

*A. J. May*  
City Clerk



Date: 07/21/2020

**CANTON MUNICIPAL UTILITIES**

By: *Robert C. O. Chinn*  
Robert C. O. Chinn,  
Chairman, Board Commissioners

ATTEST:

*Tammy Price*  
Tammy Price,  
Secretary, Board Commissioners

(SEAL)

Date: July 21, 2020

**MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Joseph Deason,  
Executive Director

Date: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned Parties have executed this **Regional Economic Development Act Alliance Agreement - Madison County Megasite Project**, effective as of the Effective Date, although actually signed on the dates set forth below the respective signatures below.

**MADISON COUNTY, MISSISSIPPI**

By: \_\_\_\_\_  
Gerald Steen,  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

(SEAL)

Date: \_\_\_\_\_

**CITY OF CANTON, MISSISSIPPI**

By: \_\_\_\_\_  
William Truly, Jr.,  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

Date: \_\_\_\_\_

**CANTON MUNICIPAL UTILITIES**

By: \_\_\_\_\_  
Robert C. O. Chinn,  
Chairman, Board Commissioners

ATTEST:

\_\_\_\_\_  
Tammy Price,  
Secretary, Board Commissioners

(SEAL)

Date: \_\_\_\_\_

**MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Joseph Deason,  
Executive Director

Date: 7-22-2020

## REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT MADISON COUNTY MEGASITE PROJECT

This Regional Economic Development Act Alliance Agreement - Madison County Megasite Project (this "Agreement") is made and entered into effective as the date specified in Section 11 hereof, by and between Madison County, Mississippi, acting by and through its Board of Supervisors (the "County"), the City of Canton, acting by and through its Mayor and Board of Aldermen (the "City"), Canton Municipal Utilities ("CMU"), acting by and through its Board of Commissioners, and the Madison County Economic Development Authority, acting by and through its Board of Directors ("MCEDA" and together with the County, the City and CMU, each a "Party" and collectively, the "Parties").

### RECITALS:

A. **WHEREAS**, all references herein to the "Code" shall mean the Mississippi Code of 1972, as amended;

B. **WHEREAS**, MCEDA was authorized by, and formed by the County in accordance with, Chapter 947, Local and Private Laws of 1979 (Senate Bill No. 3040), as since amended (the "MCEDA Act");

C. **WHEREAS**, the MCEDA Act describes the corporate purpose of MCEDA as "an essential governmental function" and a "public purpose," and provides that the members of the governing body of MCEDA must subscribe to the oath of all public officers except judges and legislators, that such members may be compensated for travel expenses; that public purchasing laws must be followed, and that the County levy and pledge ad valorem taxes in support of MCEDA and certain debt obligations thereof;

D. **WHEREAS**, CMU is a public utility commission authorized by, and instituted by the City, in accordance with, Code section 21-27-11 *et seq.* (the "Municipally Owned Utilities Laws");

E. **WHEREAS**, given such provisions of the MCEDA Act and the Municipally Owned Utilities Laws, MCEDA and other such economic development authorities established pursuant to Local and Private Laws containing such provisions, as well as CMU, respectively, each constitute a "political subdivision" of the State of Mississippi (the "State") as such term is defined in such sections of the Code as Section 11-46-1(i) and Section 31-21-3, and as further contemplated by the Office of the Attorney General of the State in its opinion to Thomas D. Bourdeaux, dated May 16, 1990;

F. **WHEREAS**, the Regional Economic Development Act (the "RED Act"), cited as Code Section 57-64-1 *et seq.*, permits political subdivisions of the State, such as MCEDA and CMU, to be a party to a regional economic development alliance formed in accordance with the RED Act;

G. **WHEREAS**, the Board of Supervisors of the County is the duly elected and serving governing body of the County;

H. **WHEREAS**, the Mayor and Board of Aldermen of the City are the duly elected and serving governing body of the City;

I. **WHEREAS**, the Board of Commissioners of CMU is the duly appointed and serving governing body of CMU;

J. **WHEREAS**, the Board of Directors of MCEDA is the duly elected and serving governing body of MCEDA;

K. **WHEREAS**, pursuant to the provisions of the RED Act, local government units (such as each of the Parties), in order to make the most efficient use of their powers and resources, may cooperate and contract with one another for mutual advantage to share the costs of, and revenues derived from, a project and to, among other things, issue general obligation bonds to finance a project and provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and economic development of the local government units;

L. **WHEREAS**, the RED Act provides that local governmental units of the State may, in connection with a "project" as defined by the RED Act, contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by each local governmental unit individually;

M. **WHEREAS**, each of the Parties hereto desires to enter into this Agreement, pursuant to the RED Act and in accordance with other applicable Code sections, in order to set forth the respective duties and obligations of each Party in connection with the development of the Project (as hereinafter defined);

N. **WHEREAS**, in 2019, MCEDA acquired a substantial portion of, and otherwise has an option to purchase the remaining portions of, the approximately 1,028 +/- acres of real property located at the intersection of Highway 22 and Nissan Parkway commonly known as the "Madison County Megasite" (the "Megasite") in order to be able to market and provide a desirable location for, and to better attract, quality industrial and other commercial enterprises to invest in the County and to create new and better job opportunities for the citizens of the City and the County;

O. **WHEREAS**, to maximize its suitability for, and attractiveness to, quality industrial or other commercial tenants or occupants that are capable of making significant investments in the County and creating new and better quality job opportunities for the citizens of the City and the County, the Parties desire that :

(1) MCEDA acquire all or significant portion of the remaining portion of the Megasite property that is not already owned by MCEDA (the "Property Acquisition Project");

(2) any Megasite property, whether now owned by MCEDA or subsequently acquired thereby, be prepared for future industrial or other commercial development thereon, including without limitation, the performance of any desirable clearing, grubbing and grading



site preparation work (collectively, the "Site Preparation Project");

(3) the requisite public road improvements that will serve the Megasite and the surrounding vicinity, whether constructed or installed upon the Megasite or otherwise, be promptly constructed and installed, including, without limitation, a new industrial access road(s) upon the Megasite property and intersection improvements connecting such new public road(s) with Highway 22 (collectively, the "Public Roads Project"); and

(4) the requisite public utility infrastructure improvements that will serve the Megasite and the surrounding vicinity, whether constructed or installed upon the Megasite or otherwise, be promptly constructed and installed, including, without limitation, natural gas, water and waste water utility improvements (*e.g.*, new natural gas lines, water lines, new waste water lines, a new elevated water tank and one or more new water wells) (collectively, the "Public Utilities Project");

**P. WHEREAS**, as used herein, the term "Project" or "Megasite Project" shall collectively mean the Property Acquisition Project, the Public Roads Project and the Public Utilities Project, and to the extent that any funds are available therefor, the Site Preparation Project;

**Q. WHEREAS**, the total expenditures required for the acquisition and development of the Project, and the construction and installation of Project-related public infrastructure improvements, will total approximately Twenty Million Dollars (\$20,000,000) or more, which aggregate amount includes, but is not limited to, the costs to acquire the land (namely the remaining Megasite property not already owned by MCEDA and any rights-of-way or easements needed for public improvements to serve the Megasite), due diligence costs such as boundary surveys, environmental assessments, endangered species assessments, wetlands mitigation studies, cultural resource studies, property appraisals, soil borings and other engineering activities, public infrastructure such as water, waste water, natural gas and other utilities, roadway improvements, the acquisition of fire-fighting vehicles and equipment and various other costs (*e.g.*, clearing, grubbing and grading) included in the definition of "cost of project" as such term is defined in Code Section 57-64-7 (collectively, the "Project Costs");

**R. WHEREAS**, in order to finance a significant portion of the Project Costs, the County desires to issue new, general obligation bonds of the County pursuant to Code Sections 19-9-1 through 19-9-31 and 57-64-15, from which up to Eleven Million Dollars (\$11,000,000) of the sale proceeds therefrom may be utilized by the parties hereto to funds Project Costs (the "County Bonds");

**S. WHEREAS**, in order to finance another significant portion of the Project Costs (principally road and utility improvement costs), the County has applied to the Mississippi Development Authority ("MDA") for one or more grants in the maximum principal amount of up to Nine Million Dollars (\$9,000,000) (collectively the "State Grant", and together with the County Bonds, the "Project Funds");

**T. WHEREAS**, subject to the terms and conditions of this Agreement and regardless of which Party provides or otherwise procures the funding therefor, each of the Parties desires that MCEDA own title to the real property comprising the Megasite, that any public roads located upon the Megasite be part of the County's road system and therefor subject to maintenance and repair by the County, and that any water, sewer and natural gas utility infrastructure, including without limitation, new water lines, sewer lines, natural gas lines, water wells and water tanks, be owned by CMU or the City for the benefit of CMU, as applicable and in accordance with applicable law;

**U. WHEREAS**, the Parties have recognized a need to develop the Project in the County in order to attract new capital investment to the County, and generate new and better job opportunities for the citizens of the City, the County and surrounding region;

**V. WHEREAS**, pursuant to the RED Act and subject to certification by MDA, the Parties have determined the Project will promote economic development and ultimately assist in the creation of new and better quality jobs for the citizens of the City and the County, and therefore it constitutes a "project" for purposes of the RED Act;

**W. WHEREAS**, the Parties desire to enter into this Agreement to set forth the various rights, responsibilities and duties of each Party and to set forth the terms and conditions for the development and operation of the Project;

**X. WHEREAS**, it is in the best interests of the County and its citizens that the County enter into and execute the Agreement;

**Y. WHEREAS**, it is in the best interests of the City and its citizens that the City enter into and execute the Agreement;

**Z. WHEREAS**, it is in the best interests of the members of CMU and its constituents that CMU enter into and execute the Agreement; and

**AA. WHEREAS**, it is in the best interests of the members of MCEDA and its constituents that MCEDA enter into and execute the Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE COUNTY, THE CITY, CMU AND MCEDA, THE COUNTY, THE CITY, CMU AND MCEDA DO HEREBY AGREE AS FOLLOWS:**

**SECTION 1. Duration.** This Agreement shall be in force and effect unless and until terminated in accordance with the provisions of Section 6 hereof.

**SECTION 2. Purpose.** The purpose of this Agreement is to define the respective responsibilities of the Parties with respect to the Project.



**SECTION 3. Organization; Statutory Authority.** The alliance formed by the Parties pursuant to this agreement (the "Alliance") shall be governed by the County Board of Supervisors (the "Alliance Board"). The Alliance Board shall have any and all powers granted unto it under and pursuant to the RED Act. The Alliance Board shall take action in the same manner and in accordance with the same procedures established for the County Board of Supervisors such that any action, approval or other decision required to be taken or made by the Alliance Board in accordance herewith or applicable law shall be deemed to have taken or made if taken or made by the County Board of Supervisors. The County, City, CMU and MCEDA are authorized by the RED Act, the MCEDA Act, the Municipally Owned Utilities Laws and by Title 19 and Title 21 of the Code to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. The County shall submit, on behalf of the County, the City, CMU and MCEDA, an application to the Mississippi Development Authority for a certificate of public convenience and necessity authorizing the creation of the Alliance in connection with the Project.

**SECTION 4. Financing, Staffing and Supplying.**

(a) *Financing Generally.* The Alliance shall be financed as a joint undertaking of the County, the City, CMU and MCEDA in accordance with the terms and conditions of this Agreement. All of the Project Costs shall be paid by the County using the Project Funds or any other funds of the County from any source that may be expended for such purpose. At, and subject to, the direction of the Alliance Board, the County shall:

(i) use the proceeds derived from the sale of the County Bonds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Property Acquisition Project or any portions thereof;

(ii) use the proceeds derived from the sale of the County Bonds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Site Preparation Project or any portions thereof;

(iii) use the Project Funds and/or any other funds of, or that are otherwise made available to, the County or to MCEDA, which may be utilized for such purposes under applicable laws, to fund the Public Roads Project or any portions thereof; and

(iv) use the Project Funds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Public Utilities Project or any portions thereof.

(b) *CMU's Conditional Contribution.* In addition to the preceding sources and uses of Project Funds, CMU hereby agrees to fund a portion of the Public Utilities Project, in accordance with, and subject to, the following terms and conditions. A portion of the Public Utilities Project is comprised of the construction and installation of (1) a new natural gas distribution loop feed, (2) a new water well

and (3) a new 16 inch water line for fire protection purposes (collectively the “CMU Participation Facilities”), which will be constructed and installed, in large part, outside of the Megasite property but which are necessary to, among other benefits, serve natural gas and fire protection water to the Megasite and its tenants/occupants. To the extent that the costs to construct such CMU Participation Facilities exceeds Two Million Eight Hundred Sixty Thousand Dollars (\$2,860,000) in the aggregate, CMU shall provide to the County up to Nine Hundred Twenty Thousand Dollars (\$920,000) for the sole purpose of funding those costs of the CMU Participation Facilities incurred by the County in accordance with Section 4(a)(iv) above, which exceed Two Million Eight Hundred Sixty Thousand Dollars (\$2,860,000) in the aggregate. By way of example, if the aggregate costs of the CMU Participation Facilities ultimately totals Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000), CMU’s funding obligation would be only Three Hundred Ninety Thousand Dollars (\$390,000) (*i.e.*, \$3,250,000 minus \$2,860,000 = \$390,000). In comparison, if the aggregate costs of the CMU Participation Facilities ultimately totals Four Million Dollars (\$4,000,000), CMU funding obligation would be limited to its maximum funding obligation of Nine Hundred Twenty Thousand Dollars (\$920,000) (*i.e.*, \$4,000,000 minus \$2,860,000 = \$1,140,000 which exceeds \$920,000). In the event that CMU is obligated to provide any such additional funding for the CMU Participation Facilities in accordance with this section, such funds shall be provided from any funds of, or that are otherwise made available to, CMU, which may be utilized for such purposes under applicable laws. Further, in order to receive any such conditional funds from CMU, the County shall provide CMU with either (i) a copy of the construction contract or contracts for the engineering, construction and installation of the CMU Participation Facilities stating the final costs therefor in excess of \$2,860,000, and/or (ii) copies all invoices that have been paid or which are due in payment of the CMU Participation Facilities costs evidencing that the final, total costs therefor have exceeded or will exceed \$2,860,000.

(c) *Other Discretionary Funding.* Notwithstanding the foregoing, (1) MCEDA may, but shall have no obligation to, pay for any Project Costs using any funds of, or that are otherwise made available to, MCEDA, which may be utilized for such purposes under applicable laws; (ii) the City may, but shall have no obligation to, pay for any Project Costs using any funds of, or that are otherwise made available to, the City, which may be utilized for such purposes under applicable laws; (iii) except as otherwise expressly required by Section 4(b) above, CMU may, but shall have no obligation to, pay for any Project Costs using any funds of, or that are otherwise made available to, CMU, which may be utilized for such purposes under applicable laws

(d) *Staffing, Etc.* All of the staffing pertaining to the acquisition, construction, development and/or tenant recruitment for the Project will be provided by MCEDA. The Parties hereby designate and authorize the Alliance Board to confer with, and solicit the advice and recommendations of, MCEDA with respect to the acquisition and development of the Project, and to exercise all powers needed to carry out and assist in such acquisition and development thereof. The County Board of Supervisors shall be responsible for approving all invoices and/or other payment obligations for Project Costs; provided, however, that the Alliance Board may designate one or more officers or employees of one or more Parties to grant such approvals to the extent such invoices and/or other payments are consistent with any such approval granted by the County Board of Supervisors.



## **SECTION 5.           Operation of Alliance and the Project.**

(a)       The operation of the Alliance shall be carried out or otherwise directed by the Alliance Board, as described in Section 4 above, this Section 5, and as may be otherwise provided in this Agreement or permitted by the RED Act.

(b)       Notwithstanding the use of proceeds derived from the sale of the County Bonds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Property Acquisition Project or any portions thereof, in accordance with Section 4(a)(i), any and all Megasite property acquired in accordance herewith shall be acquired in the name of, and title shall be held by, MCEDA. Upon completion of the Property Acquisition Project in accordance herewith, MCEDA shall own, operate and maintain such newly acquired Megasite property, and shall continue to own, operate and maintain the portion of the Megasite property previously acquired by MCEDA, in each case until such time that MCEDA, subject to Section 9(a), disposes of any such real property for economic development purposes as permitted by the MCEDA Act.

(c)       Notwithstanding the use of any proceeds derived from the sale of the County Bonds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, to fund the Site Preparation Project or any portions thereof, in accordance with Section 4(a)(ii), title to any and all site preparation work and other real property improvements to any Megasite property made in accordance herewith as part of any Site Preparation Work shall be held by either (i) MCEDA, if it is the fee owner of the Megasite property upon which such site work is performed or improvements are made, or (ii) the then fee owner of the Megasite property upon which such site work is performed or improvements are made, as applicable.

(d)       At, and subject to, the direction of the Alliance Board, either the County or MCEDA may undertake the design, construction and installation of the Public Roads Project and/or any component thereof, provided that such work shall be nonetheless be funded by either the County using the Project Funds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, pursuant to Section 4(a)(iii) above or any funds of, or that are otherwise made available to, MCEDA, which may be utilized for such purposes under applicable law. Regardless of whether the County or MCEDA undertakes the design, construction and installation of the Public Roads Project or any component thereof, any such newly constructed or installed public roadways and related improvements (*i.e.*, signaling equipment, signs, etc.), together with any rights-of-way or easements required therefor, shall, upon completion thereof, be public roads and part of the County's public road system.

(e)       The County shall undertake the design, construction and installation of the Public Utilities Project and/or any components thereof, including without limitation, the CMU Participation Facilities, using the Project Funds and/or any other funds of, or that are otherwise made available to, the County, which may be utilized for such purposes under applicable laws, pursuant to Section 4(a)(iv) above, and, if applicable, funds from CMU provided in accordance with, but subject to, Section 4(b)

above.

**SECTION 6. Termination; Disposition of Property.** This Agreement shall terminate only upon the mutual written agreement of the Parties hereto. There will be no real or personal property owned by the Alliance. Subject to Section (a), MCEDA may dispose of any Megasite property for economic development purposes as permitted by the MCEDA Act or as otherwise prescribed by this Agreement (*e.g.*, the conveyance to the County of any right-of-way easement necessary for the Public Roads Project or the conveyance of any such property or any right-of-way or easement interest therein for purposes of the Public Utilities Project).

**SECTION 7. Amendment.** This Agreement may be amended at any time by the mutual consent of the Parties evidenced by a written agreement entered into pursuant to the provisions of the RED Act; provided, however, that the County and MCEDA may amend this Agreement in the same such manner (*i.e.*, in writing and pursuant to the provisions of the RED Act) without the consent of the City or CMU solely to the extent that such amendment in no way imposes any adverse obligations (either monetary or non-monetary obligations) on the City or CMU.

**SECTION 8. Administration of Issuance of the County Bonds.** The County shall issue and administer the County Bonds in accordance with the RED Act and other applicable laws, subject to Section 4 hereof.

**SECTION 9. Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.** Subject to Sections 4, 5 and 6 hereof,

(a) all real property comprising the Megasite shall be acquired, held and disposed of by MCEDA; provided, however, that following the issuance of the County Bonds by the County, (i) MCEDA shall, upon the sale thereby of any Megasite property acquired using any of the proceeds of the County Bonds, promptly remit to the County any cash sale proceeds derived by MCEDA from such sale, and (ii) the County shall use such cash sale proceeds received from MCEDA in accordance with this Section 9 to fund regularly scheduled principal and interest payments due on the County Bonds or to otherwise prepay all or a portion of the then outstanding principal balance due on the County Bonds. Notwithstanding the foregoing, MCEDA shall have no further obligations to the Board of Supervisors and the County under this Section 9 following the maturity of, and repayment in full of all outstanding principal and interest due on, the County Bonds.

(b) all site preparation work and other improvements made upon any Megasite property owned by MCEDA shall be acquired, held and disposed of by MCEDA;

(c) to the extent that any road improvements are constructed upon any portion of the Megasite property owned by MCEDA as part of the Public Roads Project, MCEDA shall convey to the County any road right-of-way easements upon such property as may be necessary therefor. Further, to the extent that MCEDA undertakes the design, construction and installation of the Public Roads Project or any component thereof, upon completion thereof, MCEDA shall dedicate and convey any and all such



public roadways and related improvements (*i.e.*, signaling equipment, signs, etc.), together with any rights-of-way or easements acquired thereby for such road improvements, to the County, which shall accept such dedication and conveyance of such road improvements from MCEDA as a public road and part of the County's public road system. Without limiting the foregoing, the County shall be responsible for maintaining and repairing any public roads constructed as part of the Public Roads Project in accordance herewith, whether or not such public roadways are located on the Megasite property;

(d) to the extent that any utility improvements are constructed upon any portion of the Megasite property owned by MCEDA as part of the Public Utilities Project, MCEDA shall convey to the County, or to CMU or to the City for the benefit of CMU, as applicable and in accordance with applicable law, any Megasite property or right-of-way easement interests therein as may be necessary for such utility improvements. Upon completion by the County of the Public Utilities Project and/or any components thereof (*e.g.*, new natural gas, water or waste water utility improvements, including, without limitation, new natural gas lines, new water lines, new waste water lines, a new elevated water tank and one or more new water wells), the County shall convey or otherwise transfer such utility improvements, together with any rights-of-way or easements or other real property interests acquired by the County in a connection therewith, to CMU or to the City for the benefit of CMU, as applicable and in accordance with applicable law, which utility improvements shall, following such conveyance and transfer, be operated and maintained, or caused to be operated and maintained, by CMU to serve the Megasite and its tenants and occupants, as well as the surrounding areas, as part of the municipally owned utility systems controlled, operated and maintained by CMU;

(e) without limiting CMU's rights prescribed by Section 4(b), the County shall, prior to the commencement of the Public Utilities Project or any component thereof, provide a copy of the design plans and specifications therefor to CMU for its approval to ensure compatibility of each component of the Public Utilities Project with the municipal utility system controlled and managed thereby. Upon its receipt of each such set of design plans and specifications for any component of the Public Utilities Project, CMU shall have fifteen (15) days to approve such design plans and specifications or to notify the County in writing of any objections thereto; provided that any such notice of objections shall state with specificity the nature of each objection and any such objections shall to be limited to design elements or specifications that are reasonably anticipated by CMU to be incompatible with the existing municipal utility system controlled and managed by CMU. In the event that CMU notifies the County of any such qualifying objections, the County and CMU shall promptly cooperate and work together to revise such objectionable design plans and specifications as is necessary to render the associated component of the Public Utilities Project, and the design and specifications thereof, compatible with the existing municipal utility system controlled and managed by CMU. Following the receipt by CMU of any such design plans and specifications from the County provided thereto in accordance with this subsection (e), if CMU does not within such fifteen (15) day period either approve such plans and specifications or notify the County of any objections thereto pursuant to this subsection (e), such plans and specifications shall be deemed by all Parties hereto to be approved by CMU. The City shall also have the right, upon request, to review all plans and specifications for the Public Utilities Project.

(d) without limiting any Party's obligations imposed in Section 9(c) and 9(d) above, each Party hereto shall grant any necessary rights-of-way or easements on any real property, which such Party can grant such rights, to aid in the development of the Project.

**SECTION 10. Revenues from the Project.** Any revenues from the Project shall be allocated in accordance with the laws of the State, including, but not limited to, Title 19, Title 21 and Title 27 of the Code. Notwithstanding any other provision of this Agreement to the contrary, MCEDA shall not be entitled to any revenue from the Project solely by virtue of this Agreement and, instead, shall, subject to Section 9(a) be entitled to only such revenues from the Project that it would be entitled to if were not a Party hereto. CMU shall be entitled to any utility fees payable thereto by any tenant or occupant of the Megasite using water, waste water or natural gas provided thereto by CMU.

**SECTION 11. Effective Date; Approvals; Filing.** This Agreement shall be effective from and after the last to occur of the following: (a) this Agreement has been executed by all Parties hereto, (b) the approval of this Agreement by the Mississippi Attorney General has been obtained, (c) the certificate of public convenience and necessity for the Alliance has been obtained from the Mississippi Development Authority, and (d) this Agreement has been filed with the Chancery Clerk of Madison County, Mississippi and the Mississippi Secretary of State.

**SECTION 12. Miscellaneous.**

(a) *Controlling Law.* This Agreement has been entered into under, and shall be interpreted and construed according to, the laws of the State of Mississippi.

(b) *Severability.* If any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the parties as expressed herein.

(c) *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Agreement may also be executed by facsimile or electronic transmission and each facsimile or electronically transmitted signature hereto shall be deemed for all purposes to be an original signatory page.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Parties have executed this Regional Economic Development Act Alliance Agreement - Madison County Megasite Project, effective as of the Effective Date, although actually signed on the dates set forth below the respective signatures below.

MADISON COUNTY, MISSISSIPPI

By: *Gerald Steen*  
Gerald Steen,  
President, Board of Supervisors

Date: 7/20/20

ATTEST:



ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

CITY OF CANTON, MISSISSIPPI

By: \_\_\_\_\_  
William Truly, Jr.,  
Mayor

Date: \_\_\_\_\_

CANTON MUNICIPAL UTILITIES

By: \_\_\_\_\_  
Robert C. O. Chinn,  
Chairman, Board Commissioners

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tammy Price,  
Secretary, Board Commissioners

(SEAL)

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Joseph Deason,  
Executive Director

Date: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned Parties have executed this Regional Economic Development Act Alliance Agreement - Madison County Megasite Project, effective as of the Effective Date, although actually signed on the dates set forth below the respective signatures below.

MADISON COUNTY, MISSISSIPPI

By: \_\_\_\_\_  
Gerald Steen,  
President, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

Date: \_\_\_\_\_

(SEAL)

CITY OF CANTON, MISSISSIPPI

By: *Fred Escobedo*  
~~William Truly, Jr.~~ Fred Escobedo, Sr.  
Mayor Pro-Temp.

ATTEST:

*A. H. Maps*  
City Clerk

Date: 07/21/2020



CANTON MUNICIPAL UTILITIES

By: *Robert C. O. Chinn*  
Robert C. O. Chinn,  
Chairman, Board Commissioners

ATTEST:

*Tammy Price*  
Tammy Price,  
Secretary, Board Commissioners

Date: July 21, 2020

(SEAL)

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Joseph Deason,  
Executive Director

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned Parties have executed this **Regional Economic Development Act Alliance Agreement - Madison County Megasite Project**, effective as of the Effective Date, although actually signed on the dates set forth below the respective signatures below.

**MADISON COUNTY, MISSISSIPPI**

By: \_\_\_\_\_  
Gerald Steen,  
President, Board of Supervisors

ATTEST:  
  
\_\_\_\_\_  
Clerk, Board of Supervisors  
  
(SEAL)

Date: \_\_\_\_\_

**CITY OF CANTON, MISSISSIPPI**

By: \_\_\_\_\_  
William Truly, Jr.,  
Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk  
  
(SEAL)

Date: \_\_\_\_\_

**CANTON MUNICIPAL UTILITIES**

By: \_\_\_\_\_  
Robert C. O. Chinn,  
Chairman, Board Commissioners

ATTEST:  
  
\_\_\_\_\_  
Tammy Price,  
Secretary, Board Commissioners  
  
(SEAL)

Date: \_\_\_\_\_

**MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
Joseph Deason,  
Executive Director

Date: 7-22-2020