

November 14, 2023

***Via Email & U.S. Mail***

Gerald Steen  
President  
Madison County Board of Supervisors  
125 West North Street  
Canton, MS 39046

Dear President Steen:

Canton Municipal Utilities has paid to Madison County Board of Supervisors for the last twenty (20) years five thousand dollars (\$5,000) a year for a lease agreement that was executed on July 26, 2001. See ECF # 1-3. On or about August 31, 2005, Madison County assigned its interest to the lease to Madison County Wastewater Authority. See ECF # 1-4. Canton Municipal Utilities continued to make payments to the Madison County Board of Supervisors. In fact, this was discovered by Buddy Voekel when he had his brief stint as the County Administrator for the Board of Supervisors.

Canton Municipal Utilities is entitled to receive from the Madison County Board of Supervisors fifteen (15) years of payments which had the Madison County Board of Supervisors remitted to the Madison County Wastewater Authority or returned to Canton Municipal Utilities, the proper party would have received payments. According to our calculations utilizing a four percent (4%) interest rate for the time value of money, Madison County Board of Supervisors owe Canton Municipal Utilities \$95,117.93. The amount was computed as follows:

2006	\$5,000.00
2007	5,200.00 (5,000 x 4%)
2008	5,408.00 (5,200 x 4%)
2009	5,624.32 (5,408 x 4%)
2010	5,849.29 (5,624.32 x 4%)
2011	6,083.26 (5,849.29 x 4%)
2012	6,326.59 (6,083.26 x 4%)
2013	6,579.65 (6,326.59 x 4%)
2014	6,842.86 (6,579.65 x 4%)
2015	7,116.57 (6,842.86 x 4%)
2016	7,401.23 (7,116.57 x 4%)
2017	7,697.27 (7,401.23 x 4%)
2018	8,005.16 (7,697.27 x 4%)
2019	8,325.36 (8,005.16 x 4%)
2020	8,658.37 (8,325.36 x 4%)

Additionally, according to our attorneys, the Mississippi State Constitution Section 104 states: "Statutes of limitation in civil causes shall not run against the State, or any subdivision or municipal corporations thereof." Accordingly, the monies are owed to Canton Municipal Utilities. We respectfully request that you place this claim on your next docket and remit to our ratepayers monies improperly paid to Madison County Board of Supervisors.

Sincerely,

A handwritten signature in black ink, appearing to read "Roberto Williams", with a stylized flourish at the end.

Roberto Williams  
Chairman  
Canton Municipal Utilities

Cc: Mike Espy  
Paul Griffin  
Karl Banks

*mtm*  
*pd*

BOOK 0492 PAGE 194

**PROPERTY LEASE AGREEMENT**

342676

STATE OF MISSISSIPPI  
COUNTY OF MADISON

THIS LEASE CONTRACT made and entered into on this the 26<sup>th</sup> day of July, 2001, by and between the **BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI**, hereinafter referred to as "Lessor", and **CANTON MUNICIPAL UTILITIES, Canton, Mississippi**, hereinafter referred to as "Lessee".

WITNESSETH:

1. This Lease Agreement is entered into for the purpose of providing certain real property along the Big Black River basin in Madison County, Mississippi, for the purpose of constructing a wastewater treatment facility to serve the citizens of the City of Canton, Mississippi, and the citizens of Madison County, Mississippi, as well as providing wastewater treatment services for an enterprise operating a certain project as described in House Bill No. 1, Third Extraordinary Session 2000, hereinafter referred to as "Nissan".

2. Madison County hereby determines that this property is no longer needed for county or related purposes and is not to be used in the operation of the county; that the sale of the property in the manner otherwise provided by law is not necessary or desirable for the financial welfare of the county; and, that the use of the county property for the purpose for which it is to be sold, conveyed or leased will promote and foster the development and improvement of the community in which it is located and the civic, social, educational, cultural, moral, economic, or industrial welfare thereof.

3. That for the term and in consideration of the annual rentals hereinafter set forth, and the covenants, conditions and obligations to be observed and performed by the Lessee, the Lessor does hereby lease, let and rent unto Lessee the following lands,



BOOK 0492 PAGE 195

situated in Madison County, Mississippi, described as follows, to wit:

A tract of land containing 40.000 acres situated in the Northwest Quarter of Section 4, T9N, R1E, and in the Southwest Quarter of Section 33, T10N, R1E, Madison County, Mississippi, and being more particularly described as follows:

Commence at a fence corner marking the Southwest corner of aforesaid Section 4 and run North 01 degree 12 minutes, 24 seconds East along a meandering fence for a distance of 4,088.66 feet to an iron rod marking the Point of Beginning for the property herein described; continue thence North 01 degree, 12 minutes, 24 seconds East along said meandering fence for a distance of 1,229.62 feet to a set iron rod marking the Northwest corner of aforesaid Section 4; thence continue North 01 degree, 12 minutes, 24 seconds East along said meandering fence for a distance of 534.61 feet to a set iron rod as a reference monument on the top bank of the Big Black River; continue thence North 01 degree, 12 minutes, 24 seconds East for a distance of 270.04 feet to the centerline of said Big Black River; thence Northeasterly along said centerline for a distance of 212.79 feet having a straight line bearing and distance of North 46 degrees, 17 minutes, 28 seconds East, 211.82 feet; leaving said centerline of the Big Black River run thence South 01 degree, 12 minutes, 24 seconds West for a distance of 164.98 feet to a set iron rod as a reference monument on the top bank of said river; continue thence South 01 degree, 12 minutes, 24 seconds West for a distance of 342.01 feet to the edge of a woods line and a set iron rod; run along said edge of a woods line the following courses: South 56 degrees, 44 minutes, 16 seconds East for a distance of 68.54 feet to a set iron rod; thence North 81 degrees, 09 minutes, 24 seconds East for a distance of 155.54 feet to a set iron rod; thence South 88 degrees, 50 minutes, 36 seconds East for a distance of 194.65 feet to a set iron rod; thence South 73 degrees, 50 minutes, 36 seconds East for a distance of 227.71 feet to a set iron rod; thence South 43 degrees, 50 minutes, 36 seconds East for a distance of 100.61 feet to a set iron rod; thence South 88 degrees, 50 minutes, 36 seconds East for a distance of 85.38 feet to a set iron rod; leaving said edge of woods, run thence South 01 degree, 09 minutes, 24 seconds West for a distance of 1,664.48 feet to a set iron rod marking the Northern right-of-way line of Mount Elam Road, as it is now in use; thence South 74 degrees, 34 minutes, 33 seconds West along said Northern right-of-way line for a distance of 443.97 feet to a set iron rod; leaving said Northern right-of-way line of Mount Elam Road run thence North 62 degrees, 17 minutes, 45 seconds West for a distance of 568.24 feet to the Point of Beginning.

BOOK 0492 PAGE 196

4. The Lessor or its assigns shall have the right to use utility easements acquired from Wayne Parker Enterprises, LC, for purposes of additional wastewater transmission lines. Additionally, the Lessor, or its assigns, in the event of the need for expansion of wastewater treatment facilities on the subject site, shall have the right to construct up to two (2) additional 4MGD cells for that purpose. Lessor and Lessee agree that the Lessor shall have use of the common facilities on the site at a cost to be agreed upon by Lessor and Lessee.

5. The term of this Lease shall be twenty (20) years beginning on the 1st day of July, 2001, and terminating on the 30th day of June, 2021 ( the "Primary Term"), at which time the Lessee shall have an option to renew this Lease for multiple five (5) year periods, until such time as both parties agree to terminate the Lease or define a second primary term herein.

6. It is the intent of the Lessor and Lessee to recoup all out-of-pocket costs associated with this wastewater treatment facility, and land purchase, including, but not limited to, the cost of real property and cost of construction (not funded by grants or appropriations by other parties), by receipt from charges by Lessee or its assigns for treatment of wastewater of all users of the plant with the exception of Nissan, which has existing agreements in place with the Lessee in regard to the cost of treatment of its wastewater.

7. The Lessor and Lessee, on or before December 1, 2002, shall prepare and agree upon the cost, other than grants, of the Lessor and Lessee in the acquisition and development of the subject property, which shall be recouped over a twenty (20) year

BOOK 0492 PAGE 197

period. This process shall be used in the event there are additional expenses or contributions in the future by the Lessor and Lessee.

8. As consideration for this Lease, the Lessee shall pay over to the Lessor the amount of Five Thousand Dollars (\$5,000.00) as recoupment of costs and consideration for this Lease annually, on or before July 1 beginning July 1, 2002. Failure of the Lessee to pay the annual rental listed above shall constitute a breach of this Lease Agreement.

9. The Lessor and the Lessee shall cooperate with the planning of the proposed facility and the planning of the location of all access easements and utilities for the treatment facility, and will attempt to coordinate the use of this facility with the overall planning of the Madison County Wastewater Authority, authorized in House Bill No. 1640, 2001 Regular Session of the Mississippi Legislature.

10. Lessee, or its assigns, shall have the responsibility for operating the wastewater treatment plant to be constructed, and shall operate said facility in a prudent manner, according to the standards set forth by the Mississippi Department of Environmental Quality, and those standards imposed by any agency of the Federal Government.

11. Lessee will make excess capacity available as expressed in MGD (million gallons per day) to the Lessor in an amount equal to the total capacity of the initial plant less all requirements for capacity to treat wastewater from Nissan and less all reasonable needs of Lessee for wastewater treatment. It is the intent of the parties to make excess capacity available in the plant, pumping facilities, and transmission lines for the future wastewater requirements of Madison County, Mississippi. It is estimated by the parties

BOOK 0492 PAGE 198

that the excess capacity generated by this facility will be approximately one (1) MGD. Lessor, Lessee and other parties may participate in the cost of any expansion of said facility to accommodate any future needs of the citizens of this area should the need for additional capacity arise.

12. Lessee, or its assigns, will charge reasonable rates for treatment of wastewater at the proposed facility, with said rates to take into account such operation, maintenance expenses and capital expenditures as defined under general accepted utility accounting principles associated with transporting and treating said wastewater. Lessee, or its assigns, will use its best efforts not to exceed prices charged by similarly situated providers of this service within the Jackson metropolitan area. Lessee, upon request of the Lessor, shall provide legible and verified copies of any and all records maintained concerning the operation of the wastewater treatment facility during the term of this Agreement.

13. Lessor shall cooperate with Lessee in the improvement and maintenance of roads leading to the above described site, and further, the Lessee shall make reasonable efforts to shield the site from view by appropriate landscaping.

14. Lessor, by this Lease or any extension thereof which continues in force and effect, shall have no possessory interest in any of the Lessee's fixtures or improvements. If any of Lessee's improvements are removed, the Lessee shall be obligated to remove all foundations and paved areas, and generally restore the premises to a condition suitable for construction and use by others. Lessee shall have the right to construct new or replacement buildings or structures on the leased premises.

15. Said Lease may be assigned or transferred at any time during said term or

BOOK 0492 PAGE 199

extension thereof upon the consent of both parties and Nissan to a qualified and licensed entity to maintain and serve the wastewater needs of the citizens of this area of Madison County, Mississippi.

16. Lessee shall be responsible for any damage that may be caused to the Lessor's property by the activities of the Lessee under this Lease, and shall exercise due diligence in the protection of all improvements thereon.

17. Lessor and Lessee shall cause to be placed liability insurance on the premises so as to protect both entities from any and all loss, damages, claims, suits or actions at law, judgments and costs, including attorney's fees, which may arise or grow out of the use of the subject property by Lessee or Lessor.

18. This Lease is subject to any existing zoning and subdivision regulations of Madison County, Mississippi, and any valid Protective Covenants of record thereon.

19. In the event of litigation, in regard to the terms and conditions of this Lease, the party prevailing shall be entitled to reasonable attorney's fees.

IN WITNESS WHEREOF, this Lease is executed on the 21<sup>st</sup> day of <sup>July</sup> ~~June~~, 2001.

LESSOR:

BOARD OF SUPERVISORS OF MADISON COUNTY, MISSISSIPPI

By: David H. Richardson  
David H. Richardson, President

ATTEST:

Kathy Gregory  
Steve Duncan, Secretary  
Kathy Gregory



LESSEE:

~~BOOK 0492~~ ~~PAGE 200~~

CANTON MUNICIPAL UTILITIES

By: *Ernest Buttross*  
Ernest Buttross, Chairman

ATTEST  
*John Wallace*  
John Wallace, General Manager

STATE OF MISSISSIPPI

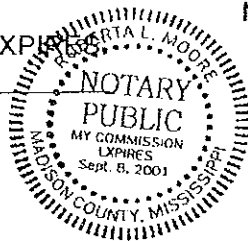
COUNTY OF MADISON

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named **DAVID H. RICHARDSON** and ~~STEVE DUNCAN~~ <sup>*Kathy Gregory*</sup> 6, who acknowledged to me that they are the President and Secretary, respectively, of the Board of Supervisors of Madison County, acting for and on behalf of Madison County, Mississippi, and as such they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of said County, they being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 26<sup>th</sup> day of July, 2001.

*Roberta L. Moore*  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
9-8-2001  
(SEAL)



STATE OF MISSISSIPPI

COUNTY OF MADISON

BOOK 0492 PAGE 201

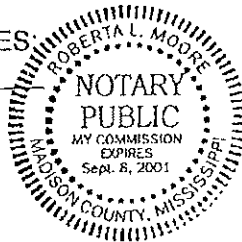
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named ERNEST BUTTROSS and JOHN WALLACE, who acknowledged to me that they are the Chairman and General Manager, respectively, of Canton Municipal Utilities, and as such they did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of said Canton Municipal Utilities, they being first duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 26<sup>th</sup> day of July, 2001.

*Roberta L. Moore*  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

9-8-2001  
(SEAL)



L:\FIRM\CRMP\PLEASE\PROPLEASE(COUNTY\CMU).WPD  
631/240

STATE OF MISSISSIPPI, COUNTY OF MADISON



I certify that the within instrument was filed for record in my office this 26 day of July, 2001, at 4:01 o'clock P.M., and was duly recorded on the JUL 26 2001, Book No. 492, Page 194.

STEVE DUNCAN, CHANCERY CLERK BY: *J Cole* D.C.

Final Version – August 24, 2005

18-1157

CONVEYANCE AND ASSIGNMENT;  
IMPROVEMENTS DEED

BK 1970 pg. 172

This conveyance (hereinafter referred to as "Conveyance") is entered into by THE COUNTY OF MADISON, acting by and through its Board of Supervisors ("County"), CANTON MUNICIPAL UTILITIES, a municipal utility corporation ("CMU") and MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY ("MCEDA"), each individually as Grantor and collectively as Grantors, and MADISON COUNTY WASTEWATER AUTHORITY ("Authority"), as Grantee, effective as of the 31<sup>st</sup> day of August, 2005, pursuant to the following agreements: (i) that certain *Agreement for the Transportation and Treatment of Wastewater Between Canton Municipal Utilities and Madison County Wastewater Authority*; (ii) that certain *Agreement* by and between Canton Municipal Utilities, the Madison County Wastewater Authority and Madison County, acting by and through the Madison County Board of Supervisors; and (iii) that certain *Agreement to Purchase Between Madison County Economic Development Authority, Madison County Wastewater Authority and Madison County Board of Supervisors* (hereinafter the three foregoing agreements are collectively referred to as the "Agreements"). Capitalized terms used herein, unless otherwise defined, are defined in the Agreements, a copy of each of which has been duly entered into the minutes of each of the respective Grantors and Grantee as of the date of this Conveyance.

WITNESSETH:

1. Purpose of This Conveyance. By entering into this Conveyance, County and MCEDA intend to each convey to Grantee any and all right, title and interest either of them may have in the real property or improvements in the Catlett Road Interceptor, as hereinafter defined, the Virililia Road Interceptor and Nissan Pumping Station, as hereinafter defined, the Beattie's Bluff Wastewater Treatment Facility, as hereinafter defined, and the real property underlying the Beattie's Bluff Wastewater Treatment Facility, as hereinafter defined, and that neither County nor MCEDA shall have any further interest in any of said assets, except that, to the extent MCEDA has a fee interest in any real property underlying the Virililia Road Interceptor and Nissan Pumping Station, as hereinafter defined, or in the Beattie's Bluff Wastewater Treatment Facility, as hereinafter defined, then it is MCEDA's intention to grant to the Authority a twenty-five (25) foot perpetual non-exclusive easement for the installation, operation, maintenance and replacement of one or more sewer lines upon any portion of the assets of MCEDA within the above-referenced assets that constitute a fee interest in land. The County further intends by this Conveyance to assign to Grantee all of its interest in that certain Lease, as hereinafter defined, between CMU and County for the use of the real property underlying the Beattie's Bluff Wastewater Treatment Facility, as hereinafter defined.

It is the intention of CMU to transfer to Grantee a one-half interest in all right, title and interest it has in the Virililia Road Interceptor and Nissan Pumping Station, as hereinafter defined, and in the Beattie's Bluff Wastewater Treatment Facility, as hereinafter defined. It is further the intention of CMU to consent to the assignment of the Lease, as hereinafter defined, from the County to Grantee.



FINAL VERSION - August 24, 2005

BOOK 1970 PAGE 0173

2. Conveyances. To accomplish the intentions of the Grantors, individually and collectively, the following four conveyances are set forth:

Conveyance No. 1.

For and in consideration of ten dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantors each sell, assign, transfer, convey and quitclaim to Grantee all right, title and interest any of them may have now or may have in the future in the following assets, both the real property and the improvements which may lie upon them or beneath them:

The assets known as the Catlett Road Interceptor, as more particularly described in Exhibit I to this Conveyance (Exhibit I is entitled "Easements and Rights of Way Documents for Catlett Road Interceptor From MCEDA Pump Station to Virililia Road").

Conveyance No. 2.

For and in consideration of ten dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the County hereby sells, assigns, transfers, conveys and quitclaims to Grantee any and all right, title and interest it may have now or may have in the future in the following assets, both real property and the improvements which may lie upon them or beneath them, and MCEDA hereby sells, assigns, transfers, conveys and quitclaims to Grantee any and all right, title and interest it may have now or may have in the future in (1) any assets owned by MCEDA that constitute personal property and fixtures within the property described below, together with (2) the grant of an easement to Grantee for installation, operation, maintenance and replacement of one or more sewer lines upon any real property of MCEDA within the property described below which constitutes a fee interest in land:

The assets known as the Virililia Road Interceptor, the Nissan Pumping Station and the real property underlying the Beattie's Bluff Treatment Facility including all rights-of-way and easements which were acquired by County for the purpose of constructing and operating a wastewater treatment system within the County, all as more particularly described in Exhibit 2 to this Conveyance (Exhibit 2 is entitled "Easements and Rights of Way Documents for Virililia Road Interceptor from Nissan Pumping Station to Beattie's Bluff Wastewater Treatment Facility").

FINAL VERSION - August 24, 2005

BOOK 1970 PAGE 0174

**Conveyance No. 3.**

For and in consideration of ten dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, CMU sells, assigns, transfers and conveys to Grantee a one-half interest to and in any and all right, title and interest CMU has now or may have in the future in the following assets, both real property and the improvements which may lie upon them or beneath them:

The assets known as the Virilia Road Interceptor, the Nissan Pumping Station and the Beattie's Bluff Wastewater Treatment Facility, as more particularly described in Exhibit 2 to this Conveyance (Exhibit 2 is entitled "Easements and Rights of Way Documents for Virilia Road Interceptor from Nissan Pumping Station to Beattie's Bluff Wastewater Treatment Facility"), together with the plant and equipment known as the Beattie's Bluff Wastewater Treatment Facility, which includes all facilities for receiving, transporting and disposing of Wastewater from Madison County together with all improvements, enlargements or additions to said facilities and all extensions or replacements of said facilities constructed or otherwise incorporated into said facilities since the initial construction, including all rights-of-way, easements, the sewer interceptor system and pump stations.

**Conveyance No. 4.**

For and in consideration of ten dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, County assigns to Grantee all right, title and interest it may have now or may have in that certain Lease by and between County and CMU for the use of the Beattie's Bluff Real Property, recorded in Book 492 at Page 194, attached to this Conveyance as Exhibit 3; provided, however, that the obligation of payment by CMU to the County pursuant to Paragraphs 6 and 7 of the Lease shall not be altered by this assignment.

3 Consent to Assignment by CMU. CMU hereby consents to the assignment of the Lease to Grantee.

FINAL VERSION - August 24, 2005

BOOK 1970 PAGE 0175

4. Representations and Warranties.

(i) Each Grantor hereto represents that it has full power and authority to convey the described interests to Grantee, without the consent or joinder of any other party, except for those consents and approvals already obtained, and that this Conveyance constitutes the legal and binding obligation of each Grantor.

(ii) Each Grantor shall be responsible for the satisfaction of any obligations made by it to any third party in connection with the acquisition of the easements, rights-of-way or other interests of any kind or nature being conveyed to Grantee by this Conveyance.

5. This Conveyance is entered into by the parties hereto in full satisfaction of the transfer and conveyance obligations previously agreed to under the Agreements, but shall in no way alter any other commitments and obligations of the parties for payment or performance thereunder.

**THE BALANCE OF THIS PAGE IS LEFT INTENTIONALLY BLANK AND SIGNATURE PAGES FOLLOW THIS PAGE.**

FINAL VERSION - August 24, 2005

BOOK 1970 PAGE 0176

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts on the 6 day of ~~August~~<sup>Sept</sup>, 2005, effective as of the 31<sup>st</sup> day of August, 2005.

BELOW, WITNESS THE SIGNATURE of the duly authorized representatives of Grantor as of the aforesaid date with actual execution on the dates set forth in the acknowledgment below.

MADISON COUNTY, MISSISSIPPI  
by and through the MADISON COUNTY BOARD  
OF SUPERVISORS

BY: [Signature]  
President

ATTEST: [Signature]  
Clerk

State of Mississippi  
County of Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of ~~August~~<sup>Sept</sup>, 2005, within my jurisdiction, the within named Paul Griffin and Arthur Johnston, duly identified before me, who acknowledged that they are the President and Clerk, respectively, of the Board of Supervisors for Madison County, Mississippi, and that for and on behalf of the said Board, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board so to do.

[Signature]  
NOTARY PUBLIC

My commission expires:

12-11-05

Address of Grantor:

Madison County Board of Supervisors  
P. O. Box 608  
Canton, MS 39046  
601-855-5537

Address of Grantee:

Madison County Wastewater Authority  
P. O. Box 404  
Canton, MS 39046  
601-855-5537

FINAL VERSION - August 24, 2005

BOOK 1970 PAGE 0177

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts on the 8<sup>th</sup> day of ~~August~~ September, 2005, effective as of the 31<sup>st</sup> day of August, 2005.

BELOW, WITNESS THE SIGNATURE of the duly authorized representatives of Grantor as of the aforesaid date with actual execution on the dates set forth in the acknowledgment below:

CANTON MUNICIPAL UTILITIES

BY: [Signature]  
Chairman

ATTEST:

[Signature]  
Secretary

State of Mississippi  
County of Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8<sup>th</sup> day of September, 2005, within my jurisdiction, the within named Ernest Buttriss and Frances W. Williamson duly identified before me, who acknowledged that they are the Chairman and Secretary, respectively, of the Board of Canton Municipal Utilities, and that for and on behalf of the said body, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said Board so to do.

[Signature]  
NOTARY PUBLIC  
My commission expires:  
MY COMMISSION EXPIRES MARCH 8, 2007

Address of Grantor:

Canton Municipal Utilities  
P. O. Box 114  
Canton, MS 39046  
601-859-2921

Address of Grantee:

Madison County Wastewater Authority  
P. O. Box 404  
Canton, MS 39046  
601-855-5537



FINAL VERSION August 24, 2005

BOOK 1970 PAGE 0178

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts on the 9 day of ~~August~~ Sept, 2005, effective as of the 31<sup>st</sup> day of August, 2005.

BELOW, WITNESS THE SIGNATURE of the duly authorized representatives of Grantor as of the aforesaid date with actual execution on the dates set forth in the acknowledgment below.

MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY

BY: Barbara Gray  
Chairman

ATTEST:  
Bryan Estes  
Secretary

State of Mississippi  
County of Madison

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9 day of ~~August~~ Sept, 2005, within my jurisdiction, the within named Barbara Gray and Bryan Estes, duly identified before me, who acknowledged that they are the Chairman and Secretary, respectively, of the Board of the Madison County Economic Development Authority, and that for and on behalf of the body, and as its act and deed, they executed and sealed the above and foregoing instrument, after first having been duly authorized by said Board so to do.

Monika A. Suter  
NOTARY PUBLIC  
My commission expires:  
12-11-05

Address of Grantor:

Madison County Economic Development Authority  
P. O. Box 201  
Canton, MS 39046  
601-859-1990

Address of Grantee:

Madison County Wastewater Authority  
P. O. Box 404  
Canton, MS 39046  
601-855-5537

FINAL VERSION - August 24, 2005

BOOK 1970 PAGE 0179

This instrument prepared by:  
Rusty A. Fleming, Esq.  
WATKINS LUDLAM WINTER & STENNIS, P.A.  
P.O. Box 427  
633 North State Street  
Jackson, Mississippi 39205  
(601) 949-4900

Indexing Instructions:

Sec. 6, T8N, R2E: NW ¼, NE ¼, SW ¼, SE ¼  
Sec. 7, T8N, R2E: NW ¼, NE ¼, SW ¼, SE ¼  
Sec. 16, T8N, R2E: SW ¼, SE ¼  
Sec. 18, T8N, R2E: NW ¼, NE ¼  
Sec. 19, T8N, R2E: NW ¼, NE ¼, SW ¼, SE ¼  
Sec. 20, T8N, R2E: NW ¼, NE ¼, SW ¼, SE ¼  
Sec. 21, T8N, R2E: NW ¼, NE ¼, SW ¼, SE ¼  
Sec. 22, T8N, R2E: NW ¼, NE ¼, SW ¼, SE ¼

Sec. 4, T9N, R1E: NW ¼, SW ¼  
Sec. 5, T9N, R1E: SE ¼  
Sec. 8, T9N, R1E: NE ¼, SW ¼, SE ¼  
Sec. 9, T9N, R1E: SW ¼, SE ¼  
Sec. 10, T9N, R1E: SW ¼, SE ¼  
Sec. 11, T9N, R1E: SW ¼, SE ¼  
Sec. 13, T9N, R1E: NW ¼, NE ¼  
Sec. 14, T9N, R1E: NW ¼, NE ¼  
Sec. 15, T9N, R1E: NW ¼, NE ¼  
Sec. 16, T9N, R1E: NW ¼, NE ¼, SW ¼, SE ¼  
Sec. 20, T9N, R1E: NE ¼, SE ¼  
Sec. 21, T9N, R1E: SE ¼  
Sec. 22, T9N, R1E: SW ¼

Sec. 17, T9N, R2E: SW ¼  
Sec. 18, T9N, R2E: NW ¼, NE ¼, SW ¼, SE ¼  
Sec. 19, T9N, R2E: NW ¼, NE ¼, SW ¼, SE ¼  
Sec. 20, T9N, R2E: NW ¼, NE ¼  
Sec. 21, T9N, R2E: NW ¼, SW ¼  
Sec. 26, T9N, R2E: SW ¼  
Sec. 27, T9N, R2E: NW ¼, NE ¼, SE ¼  
Sec. 28, T9N, R2E: NW ¼, NE ¼  
Sec. 30, T9N, R2E: NW ¼, SW ¼  
Sec. 31, T9N, R2E: NW ¼, NE ¼, SW ¼, SE ¼  
Sec. 35, T9N, R2E: NW ¼, NE ¼, SE ¼  
Sec. 36, T9N, R2E: NW ¼, SW ¼

Sec. 33, T10N, R1E: SW ¼